AGREEMENT FOR MARINE VESSEL MAINTENANCE SERVICES

This agreement ("Agreement"), dated as of June 1, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and SAFE Boats International L.L.C., a Washington limited liability company (hereinafter "Consultant").

$\underline{R} \, \underline{E} \, \underline{C} \, \underline{I} \, \underline{T} \, \underline{A} \, \underline{L} \, \underline{S}$

WHEREAS, Consultant represents that it is a duly qualified marine vessel manufacturer and maintenance service provider, experienced in the manufacture and maintenance of marine vessels and related services; and

WHEREAS, in the judgment of the Sonoma County Sheriff, it is necessary and desirable to employ the services of Consultant for marine vessel maintenance services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

$\underline{A} \underline{G} \underline{R} \underline{E} \underline{E} \underline{M} \underline{E} \underline{N} \underline{T}$

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in <u>Exhibit A</u>, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to <u>Article 7</u>, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

- 1.2 <u>Cooperation With County</u>. Consultant shall cooperate with County and County staff in the performance of all work hereunder.
- 1.3 <u>Performance Standard.</u> Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to

Safe Boats International, LLC Marine Vessel Maintenance Services Agreement

repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of <u>Article 4</u>; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Consultant shall be paid a lump sum, not to exceed \$138,715, in accordance with <u>Exhibit B</u>, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services. <u>Exhibit B</u> includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Sonoma County Sheriff. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the

County for services performed. Payments shall be made on a net 30 basis only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to <u>Article 12</u>. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. <u>Term of Agreement.</u> The term of this Agreement shall be from <u>June 1, 2025</u>, to <u>December 31, 2025</u>, unless terminated earlier in accordance with the provisions of <u>Article 4</u> below.

4. Termination.

<u>4.1 Termination Without Cause</u>. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

<u>4.2 Termination for Cause.</u> Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

<u>4.3 Delivery of Work Product and Final Payment Upon Termination.</u> In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination. <u>4.4 Payment Upon Termination.</u> Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant. Notwithstanding anything contained herein to the contrary, County shall fully reimburse Consultant for the cost of materials procured in connection with the services regardless of the method of termination.

<u>4.5 Authority to Terminate.</u> The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sonoma County Sheriff, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. <u>Insurance</u>. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. <u>Prosecution of Work.</u> The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

<u>9.1 Standard of Care</u>. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

<u>9.2 Status of Consultant.</u> The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

<u>9.3 No Suspension or Debarment.</u> Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

Safe Boats International, LLC Marine Vessel Maintenance Services Agreement

excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County.

<u>9.4 Taxes.</u> Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

<u>9.5 Records Maintenance</u>. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

<u>9.6 Conflict of Interest</u>. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

<u>9.7 Statutory Compliance/Living Wage Ordinance.</u> Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

<u>9.8 Nondiscrimination.</u> Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in

regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

<u>9.9 AIDS Discrimination</u>. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

<u>9.10 Authority</u>. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

9.11 Intentionally omitted.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. <u>Assignment and Delegation</u>. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. <u>Method and Place of Giving Notice</u>, <u>Submitting Bills and Making Payments</u>. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma County Sheriff's Office Attn: Purchasing Department 2796 Ventura Avenue Santa Rosa, CA 95403 Sheriff-Purchasing@sonoma-county.org 707-565-2912

TO: CONSULTANT:

SAFE Boats, International L.L.C. Attn: Nathan McCarthy 8800 Barney White Road Bremerton, WA 98312 nmccarthy@safeboats.com 360-674-7161 x1023

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

<u>13.1 No Waiver of Breach</u>. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

<u>13.2 Construction</u>. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

<u>13.3 Consent</u>. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

<u>13.4 No Third-Party Beneficiaries</u>. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

Safe Boats International, LLC Marine Vessel Maintenance Services Agreement

<u>13.5 Applicable Law and Forum</u>. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

<u>13.6 Captions</u>. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

<u>13.7 Merger</u>. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

<u>13.8. Survival of Terms</u>. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

<u>13.9 Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

<u>13.11 Warranty</u>. With respect to performance of work under this Agreement, Consultant shall provide warranty on the work as described in **Exhibit D**, which is attached hereto and incorporated herein by this reference.

<u>13.12 Waiver of Immunity</u>. To the extent permitted by applicable law, County waives any sovereign immunity from suit for the purposes of enforcing this Agreement. County agrees that it shall not assert any defense of sovereign immunity in any legal proceeding brought by Contractor from or relating to this Agreement. This waiver shall be limited strictly to the enforcement of the rights and obligations set forth in this Agreement and shall not be construed as a general waiver of immunity for any other purpose, including but not limited to immunities available to the County pursuant to the Government Claims Act.

<u>13.13. Attorneys' Fees and Costs</u>. Any suit, action or appeal therefrom to vacate or enforce an arbitration award obtained pursuant to this Agreement, the substantially prevailing party shall be entitled to costs incurred both before and after judgment or award, including reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:	SAFE Boats International, L.L.C.	COUNTY:	
By:	Tom Gumpert Digitally signed by Tom Gun Date: 2025.06.02 17:58:18 -0	7'00' By:	Eddie Engram, Sheriff-Coroner
Name:	Tom Gumpert		Budie Engrani, Sherrir Coroner
	Chief Financial Officer	Date:	· · · · · · · · · · · · · · · · · · ·
Date:	06/02/2025		
			APPROVED AS TO FORM FOR COUNTY:
		By:	Petra Bruggisser County Counsel
			County Counsel
		Date:	6/3/25
		By:	CERTIFICATES OF INSURANCE REVIEWED, ON FILE, AND APPROVED AS TO SUBSTANCE FOR COUNTY:
			Jeff Bean, Department Analyst
		Date:	6/3/25

Safe Boats International, LLC Marine Vessel Maintenance Services Agreement

Page 11 of 11

<u>EXHIBIT A</u>

Scope of Work

Project Overview: These services are to replace the failing collar systems currently installed and also to repair the failing seals on the original windows and doors. The end result being fully functional collar systems and water-tight seals on the windows and doors. County will deliver the vessels to the Consultant's repair facility. Upon delivery, Consultant will perform the described repairs within the term of the agreement. Payment will be as described in Exhibit B. Upon delivery of the vessels, Consultant will perform the removal of the wing collar skins, bladder, and bow covers, followed by the replacement of the XDR2 Collar System. Additionally, all windows and doors will be removed and replaced on vessels 1544 and 1710. The work includes necessary hardware, foam expansion, and other components as specified below. County will retrieve the vessels upon completion of work.

- 1. Safe Boats, International will remove and replace all doors and windows on vessels 1554 and 1710.
- 2. Safe Boats International will remove the Wing collar skins, bladder, and bow covers on vessels 1544 and 1710.
 - a. This will include replacing port and starboard collars with new XDR2 Collar system.
 - b. The installation includes new hardware, thread certs, expansion foam, and collar rods.
 - c. Collars will be Black in color.
 - d. Aft handrails will have new tape installed.
 - e. No PRC plugs will be used in the installation.
 - f. Following installation, please allow time for the expansion foam to finish expanding before launching vessel.

Part Description	Part Number	Quantity
Collar Set (P & S), 29' x 10', XDR2 w Comp Foam	XDR22910	2
Collar Foam, Main 29' XDR (Port or Stbd)	XDRMF29	4
Grab-rail wrap tape 6" black	SFTY0010	10
STBD- House Side window	CBHW0431	2
Port- House Side Window	CBHW0432	2
Port- House side window fwd	CBHW0189	2
Port- House side window fwd	CBHW0190	2
Port- House RT slider Door	CBHW0425	2
STBD- House LT slider Door	CBHW0426	2
Port- LT slide window	CBHW0191	2
STBD- ST slide window	CBHW0192	2
Port- fwd brow spotter	CBHW0433	2
STBD- fwd brow spotter	CBHW0434	2
Port- side spotter	CBHW0435	2
STBD- side spotter	CBHW0435	2
AFT- side fixed window	CBHW0399	2
AFT- Aft house hinge door	CBHW0430	2
Cuddy -fwd door	CBHW0418	2

EXHIBIT B

Pricing

Overview: Consultant will perform services specified in the quotes at the reflected rates. Please reference Quote # S-NJM-250529-C(70 below.

	360-674-7149					QUOTE # Option	S-NJM-250
www.safeboats.com				······		Case #	
CUSTOMER	P.O.C. Name: W P.O.C. Phone: (7 Email: <u>w</u>		-		Address 1: 22 Address 2: City/State/Zip: Sa		ffice
Work Description SAFE BOATS will remove the Wir system . The installation includes plugs. Shipping is estimated, Labo foam to finish expanding before la	new hardware, thread or is subject to change	and bow covers	foam, and col	lar rods. Col	lars will be Black in color. At	port and starboard coll thand rails will have ne	w tape installe
						The second second	
LABOR Labor Item		Hours		Rate	jaura - E	xtended Price	Comments
remove and replace collars replace aft hand railing grip	lape	100 1		\$215.25 \$215.25		\$21,525.00 \$215.25	
PARTS AND SERVICES Part/Material Description Collar Set (P & S), 29' x 10' Collar Foam, Main 29' XDR Grab-rail wrap tape 6" black	XDR2 w Comp Foam X (Port or Stbd) X	art Number DR22910 DRMF29 FTY0010	UOM ea. ea. ft	Qty 2 4 10	Price \$8,574.00 \$2,875.16 \$1.46		\$21,740.25 Comments o boats, Black i wo boats both s
SUBTOTAL					TOTAL PARTS A 9.29	ND SERVICES Shipping N/A 6 Sales Tax	
TOTAL NOTE: **DISCLAIMER**: An customer work will be schedul						. Once a Purchase	Order is rec

G SAFE	: BOI	9TS				Factory	Service Quot
00 Barney White Road							29-May-25
emerton, WA 98312						00075	
	60-674-7149						# S-NJM-250529-C(
ww.safeboats.com						Optic Viv Ticke	
ISTOMER					SHIPPING ADDRESS	VIV HCKC	
	Customer:	Sonoma Cou	untv Sheri	ffs Office		Sonoma County Sheriffs	Office
		Wade Borges				2260 Ordinance	
	P.O.C. Phone:	(707) 888-7309			Address 2:		
		wade.borges@s	onoma-cour	nty.org		Santa Rosa, CA 95403	
	Hull #: Quote Date:	<u>1544 1710</u>			POC: Phone Number:	Wade Borges	
o rk Description FE BOATS will remove and replac						(,	
202		1 - 14.					
ABOR Labor Item		Hours		Rate		Extended Price	Comments
Remove all windows and doors		20		\$215.25		\$4,305.00	
Install new windows and doors		60		\$215.25		\$12,915.00	
						TOTAL LABOR	\$17,220.00
RTS AND SERVICES						· · · ·	
Part/Material Description		Part Number	UOM	Qty	Price	Total	Comments
STBD- House Side window		CBHW0431	EA	2	\$645.65	\$1,291.30	
Port- House Side Window		CBHW0432	EA	2	\$645.65	\$1,291.30	
Port- House side window fwd		CBHW0189	EA	2	\$704.85	\$1,409.70	
Port- House side window fwd		CBHW0190	EA	2	\$704.85	\$1,409.70	
Port- House RT slider Door		CBHW0425	EA EA	2 2	\$5,675.80	\$11,351.60 \$11,344.20	
STBD- House LT slider Door Port- LT slide window		CBHW0426 CBHW0191	EA	2	\$5,672.10 \$1,085.95	\$11,344.20 \$2,171.90	
STBD- ST slide window		CBHW0191 CBHW0192	EA	2	\$1,085.95	\$2,171.90	
Port- fwd brow spotter		CBHW0192 CBHW0433	EA	2	\$1,083.93	\$1,084.10	
STBD- fwd brow spotter		CBHW0434	EA	2	\$542.05	\$1,084.10	
Port- side spotter		CBHW0434 CBHW0435	EA	2	\$440.00	\$880.00	
STBD- side spotter		CBHW0435	EA	2	\$440.00	\$880.00	
AFT- side fixed window		CBHW0399	EA	2	\$432.00	\$864.00	
AFT- Aft house hinge door		CBHW0430	EA	2	\$4,976.00	\$9,952.00	
Cuddy -fwd door		CBHW0418	EA	2	\$5,599.95	\$11,199.90	
					TOTAL PARTS	S AND SERVICES	\$58,385
JBTOTAL						-	\$75,605.
							. ,
						Shipping N/A	\$1,020.
					9.	2% Sales Tax	\$7,049.5
DTAL							\$83,675.
DTE: **DISCLAIMER**: Any u						abor. Once a Purcha	ase Order is received
m customer work will be sched							
	-						

Exhibit C

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- **a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
- **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. <u>Required Evidence of Insurance</u>: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- **b.** Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. <u>County of Sonoma, its Officers, Agents and Employees</u> shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the

performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- **f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- **g.** The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. <u>Required Evidence of Insurance</u>: Certificate of Insurance.

3. Automobile Liability Insurance

- **a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- **b.** Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- **c.** Insurance shall cover hired and non-owned autos.
- d. <u>Required Evidence of Insurance</u>: Certificate of Insurance.
- 4. Marine Operators General Liability /Ship Repairers Legal Liability (or bailee equivalent)
 - **a.** Required evidence of insurance: Certificate of Insurance

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: <u>Sonoma County</u> <u>Sheriff's Office Marine Vessel Service Agreement</u>.
- **b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: <u>County of Sonoma, its Officers, Agents and Employees, 2796 Ventura Avenue Santa</u> <u>Rosa, CA 95403</u>.
- **d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the

deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County. **Exhibit D**



SERVICE EXPRESS LIMITED

WARRANTY

(04/2024)

CONTACT INFORMATION

For Information about products or support services including the express limited warranty and Optional Service Plus warranty: Call Customer Service: (360) 674-7161 Email express limited warranty claims to: <u>warranty@safeboats.com</u> Website: www.safeboats.com

1. EXPRESS LIMITED WARRANTY

SAFE Boats International, LLC ("SBI"), for the time periods detailed in the table below warrants that 1) all SBI manufactured products conform to SBI's specifications and are free of any defect in materials or workmanship; and 2) all SBI provided equipment has been properly installed. The coverage period is measured from the date of acceptance of the completed Services. Original Manufacture Equipment is warranted by the respective manufacturer. Consumer understands that SBI's Limited Warranty, as well as its exclusions and limitations are factors in the determination of the contract price. Consumer has chosen to accept the Service Express Limited Warranty limitations rather than seek additional warranties and remedies at an increased price.

SBI's Service Express Limited Warranty, as well as any other warranty that might be expressed herein provided by SBI, only applies to the Consumer, as defined below, and it is non-transferable under any circumstances unless written consent is provided by SBI at SBI's sole discretion and assessment of the vessel's condition, if deemed necessary.

The Consumer's sole and exclusive remedy under this Limited Warranty will be repair or replacement of the warranted part, at SBI's sole discretion and assessment of the vessel's condition, if deemed necessary.

None of these warranties are valid for systems that have been modified or structurally altered or subject to unreasonable use, improper docking or storage, lack of reasonable and proper maintenance, negligence, or accident.

DEFINITIONS FOR TERMS WITHIN THIS WARRANTY

HULL- Welded aluminum structure from the deck to the keel of the Vessel.

SUPERSTRUCTURE- Any welded aluminum structure above the Vessel's deck or attached to the hull, including but not limited to the cabin, center console, bolsters, lockers, performance wings, and all parts permanently integrated into these structures, including windows and doors. Superstructure only includes those items manufactured by SBI that are permanently integrated into the superstructure, and specifically excludes all OEM components.

COLLAR SYSTEM- Outer collar membrane and internal foam.

ORIGINAL EQUIPMENT MANUFACTURER ("OEM")- The Vessel's engines, engine components, batteries, propellers, controls, control cables, steering systems, electronics, trailers, and any other accessory covered by a separate OEM warranty.

CONSUMER- The registered owner of the Vessel at the time the Services are provided by SBI.

2. EQUIPMENT WARRANTY PERIOD

SBI MANUFACTURED PRODUCTS	Standard Equipment Warranty Period
HULL	1 year from the acceptance of the Service
FUEL TANK	1 year from the acceptance of the Service
SUPERSTRUCTURE	1 year from the acceptance of the Service
COLLAR SYSTEM	3 years from the acceptance of the Service
INSTALLATION OF EQUIPMENT (which is limited to the installation workmanship of components and equipment specifically installed by SBI)	1 year from the acceptance of the Service

3. EXTENDED WARRANTY PERIOD THROUGH OPTIONAL SERVICE PLUS

The above stated warranty periods for services may be increased strictly upon purchase and registration through "Optional Service Plus" Warranty coverage with SBI. The "Optional Service Plus" Warranty only increases the duration/period of time which the components are covered. All other responsibilities/obligations remain the same as contained within this Express Limited Warranty. Contact SBI Customer Support Department to obtain coverage and prices for "Optional Service Plus" Warranty period.

SAFE BOATS INTERNATIONAL, LLC

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4. INSTALLED EQUIPMENT WARRANTED BY OEM

OEM INSTALLED EQUIPMENT	Standard Equipment Warranty Period
Defects on OEM manufactured equipment installed by SBI.	For the warranty periods of OEM equipment installed by SBI, please refer to the respective OEM warranty. Consumers are further advised to consult the respective OEM's warranty registration and claim procedure requirements of the products in questions to assure compliance.

5. OWNER'S RESPONSIBILITY PURSUANT TO THE WARRANTY

No warranty repairs are to be carried out without the expressed written authorization of SBI. SBI must be notified, in writing, within 30 days of the discovery of any defect which is subject to warranty by SBI. Warranty work may be performed at SBI's manufacturing facility, the Consumer's location, or the facility of an authorized SBI agent. If warranty repairs are to be performed at the Consumer's location, it is the responsibility of the consumer to make the vessel available to SBI at a suitable facility and the Consumer is responsible for all costs and logistics related to haul out, trailering and delivering the boat to the facility.

6. WARRANTY CLAIMS AND PROCEDURES

- a) To be entitled to rights under the Service Express Limited Warranty, the Consumer shall submit a warranty claim request by contacting SBI's Warranty Department by phone or email within thirty (30) days after discovering a suspected defect, but in any event prior to the expiration of the applicable Warranty Period. Following receipt of such Consumer notice, SBI will work with the Consumer through photographs and dialog to make a provisional warranty determination. If SBI determines that the problem is likely covered by the Service Express Limited Warranty, SBI will authorize repair or replacement of the defective component by issuing a provisional warranty approval. Components that the Consumer claims to be defective shall be available to SBI for inspection and testing.
- b) In the event SBI determines an SBI-manufactured part or component is covered by SBI's Service Express Limited Warranty, SBI will pay for ground domestic return shipment of the repaired or replacement part to the Consumer if the faulty product is shipped to the SBI's factory. SBI bears the risk of loss or damage while the equipment or component is in transit to the Consumer from SBI's service center, and the Consumer bears the risk of loss or damage while the equipment or component is in transit to the SBI service center.

- c) Upon receipt of replacement equipment or component, the Consumer has thirty (30) days to return the defective equipment or component to SBI for actual warranty determination. If the Consumer does not return the defective equipment or component within the prescribed time, the Consumer shall pay to SBI the list price of such equipment or component, plus applicable shipping. Such failure to return the equipment or component may at SBI's discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment or component has been returned.
- d) All defective equipment or components replaced by SBI become the property of SBI.

7. WARRANTY EXCLUSIONS

To the full extent permitted by law, SBI does not warrant or guarantee, and is not responsible for:

- a) Defects, failures, damages or performance limitations caused in whole or in part by 1) Use of non-SBI parts in warranty repair, 2) welding on or of the hull or superstructure, 3) any alteration in the collar system, 4) any work performed on a fuel tank, 5) permanently attaching any structure to the deck, hull, and/or superstructure other than original equipment parts, and 6) creating holes, welding, or cutting into/on the deck, superstructure, or collar system. Any of these actions will void the Warranty of the altered system unless explicitly approved in writing by SBI.
- b) Effects and failures due to accident, collision, or impact, use of unsuitable parts or add-on items, use of unauthorized parts, shipping damage, neglect, negligence, normal wear and tear, and/or damage due to combat or warfare. SBI's sole obligation under this Service Express Limited Warranty shall be to repair any defective material or workmanship covered by this Service Express Limited Warranty.
- c) Moorage fees, dock fees, launch or recovery, crane services or hoisting.
- d) Alterations and modifications of any component of the vessel without first obtaining the written authorization of SBI.
- e) Tears, fading, discoloration, deterioration, damage, or mildewing of curtains, cushions, tops, headliners, cockpit, sole covers or other fabric or upholstered components.
- f) Blistering, fading, chalking, or cracking of any paint, or metallic finish, minor cosmetic defects, and air voids.
- g) Electrolysis, galvanic corrosion, crevice corrosion or any other deterioration of underwater components. Any damage or deterioration to any metal surface (above or below the water line), including but not limited to painted metal or stainless-steel finishes or zinc anodes.
- h) Statements, advertising, or representations that estimate the speed, weight, fuel consumption and other performance characteristics of the vessel.

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- i) Components repaired or replaced unless repaired or replaced in accordance with this warranty.
- j) Hull, superstructure, fuel tank, collar, or component failure or defects that are a result of abnormal wear and tear, climatic conditions, racing, rental, or charter use; abuse, misuse, intentional and/or negligent damage, overloading, modification, vandalism, lack of proper maintenance, accident, collision, or striking an object, fire, other casualty loss or docking damage.
- k) Cost of any repairs by a non-authorized service provider unless pre-approved by SBI.

8. LIMITATIONS OF WARRANTY

REPAIR OR REPLACEMENT OF THE WARRANTED COMPONENTS IDENTIFIED UNDER SECTION 2 OF THE WARRANTY SHALL BE AT SBI'S SOLE DISCRETION AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE CONSUMER.

ANY ORAL STATEMENT OR PRINTED ADVERTISING REGARDING ANY PERFORMANCE CHARACTERISTIC OF THE BOAT OR ITS COMPONENTS SHALL BE CONSIDERED AN ESTIMATE ONLY AND SHALL NOT BE RELIED UPON AS AN EXPRESS WARRANTY OR REPRESENTATION OR AS A BASIS OF THE BARGAIN FOR THE BOAT OR ITS COMPONENTS.

THE RIGHTS AND REMEDIES AVAILABLE UNDER THIS SERVICE EXPRESS LIMITED WARRANTY ARE EXCLUSIVE AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. ALL SUCH IMPLIED WARRANTIES ARE SPECIFICALLY DISCLAIMED. NO BREACH OF WARRANTY SHALL BE CAUSE FOR CANCELLATION OR RESCISSION OF CONSUMER'S BOAT SERVICE AGREEEMNT.

SBI FURTHER DISCLAIMS ANY LIABILITY FOR ECONOMIC LOSS ARISING FROM CLAIMS OF PRODUCT FAILURE, NEGLIGENCE, DEFECTIVE DESIGN, MANUFACTURING DEFECT, FAILURE TO WARN AND/OR INSTRUCT, LACK OF SEAWORTHINESS, AND ANY OTHER THEORY OF LIABLITY NOT EXPRESSLY COVERED UNDER THE TERMS OF THIS LIMITED WARRANTY.

CONSUMER'S REMEDIES SHALL BE LIMITED AS STATED HEREIN AND SBI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR LOSSES RESULTING FROM DEFECTS.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO A PARTICULAR CONSUMER. THIS WARRANTY GIVES THE CONSUMER SPECIFIC LEGAL RIGHTS AND THE CONSUMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

9. WARRANTY TERRITORY

All warranty services shall be provided in those SBI approved facilities worldwide.

10.MISCELLANEOUS

SBI reserves the right to modify its products and services through changes in design/material without incurring any responsibility to boat owners of similar or the same model manufactured at an earlier date. This warranty contains the entire warranty agreement of the Consumer and SBI. No prior representations, negotiations, or conversations shall supersede the contents of this warranty. SBI reserves the right to utilize reconditioned, refurbished, or repaired products or parts in the warranty repair or replacement process.

11.LIMITATIONS ON CLAIMS; APPLICABLE LAW AND VENUE FOR DISPUTE RESOLUTION

Any dispute or claim arising under this limited warranty or pertaining to the boat must be submitted to binding arbitration in accordance with Washington's Uniform Arbitration Act, RCWA 7.04A.010 et seq. Claims not brought within one (1) year from the occurrence of the facts giving rise to such claim, regardless of when it becomes known, shall be barred. Any arbitration brought by SBI, any Consumer or subsequent owner regarding any matter relative to this limited warranty or the boat shall be brought in the county where SBI's principal office is then located. In any such procedure, each party shall be solely responsible for their own costs and attorney's fees and the laws of the State of Washington shall apply to the exclusion of any conflicts of law statute or case law.

12. WARRANTY REGISTRATION AND TRANSFERABILITY

SBI includes with each boat it services a Service Registration Card that must be completed and returned to SBI within thirty (30) days after completion and acceptance of the services.

NO WARRANTY CLAIM WILL BE CONSIDERED, APPROVED OR PAID UNLESS THE SERVICE REGISTRATION CARD IS COMPLETED AND RETURNED TO SBI AT THE ADDRESS NOTED BELOW WITHIN THIRTY (30) DAYS AFTER COMPLETION OF THE SERVICES. IN ADDITION, FAILURE TO RETURN THE SERVICE REGISTRATION CARD TO SBI CONSTITUTES A WAIVER OF YOUR RIGHT TO RECEIVE NOTIFICATION OF DEFECT AND/OR REPAIR AT SBI'S EXPENSE IN THE FUTURE.

13.NOTICES

All notices herein shall be delivered by U.S. Mail; postage prepaid, to the Consumer at the address contained in SBI's database and to SBI at: <u>8800 SW Barney White Rd.</u>, <u>Bremerton</u>, <u>Washington</u>, <u>98312</u>.

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SERVICE REGISTRATION CARD

Hull I.D. #	Model	Year				
Consumer's Name:						
Address:		Phone:				
City:	State:	Zip code:				
Email address:						
		· · · · ·				
Service date:	Delivery date:					
Consumer's signature:		_ Date:				
CONSUMER ACKNOWLEDGES RECEIPT OF THIS LIMITED WARRANTY AT THE TIME OF						
DELIVERY, THAT HE/SHE HAS READ THIS LIMITED WARRANTY IN ITS ENTIRETY AND						
UNDERSTANDS AND ACCEPTS ITS TERMS AND CONDITIONS.						