

## AGREEMENT FOR MAINTENANCE OF FINGERPRINT IDENTIFICATION EQUIPMENT

This agreement ("Agreement"), dated as of July 1, 2025 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Thales DIS USA, Inc. (hereinafter "Consultant").

### R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified provider of fingerprint identification hardware and software systems, experienced in the maintenance and support of such systems; and

WHEREAS, in the judgment of the County of Sonoma , it is necessary and desirable to employ the services of Consultant for maintenance and support of fingerprint identification systems provided to County by Consultant.

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

### A G R E E M E N T

#### I. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Consultant's Standard Hardware and Support Maintenance and Support Agreement (for Biometric System Customers)"), within the times or by the dates provided for in Exhibit A. In the event of a conflict between the language contained in the body of this Agreement and the language contained in Exhibit A, the provisions contained in the body of this Agreement shall control, except that in all cases the language of Section 7 (Limitation of Liability) in Exhibit A shall prevail as well as the specific service delivery provisions and exclusions contained throughout Exhibit A, including but not limited to Sections 2, 3, 9, 10, and 12 set forth therein.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. 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, the terms contained in Exhibit A, and 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, and the terms of Exhibit A, 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 remedy the deficient work as per Exhibit A; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue other remedies set forth in this Agreement and its Exhibits.

#### 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 for material cause 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. 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 provide adequately qualified replacements as soon as is commercially practicable.

#### 2. Payment.

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

Payments to Contractor shall not exceed \$349,894 for all services and incidental costs for the initial one-year term. If extended upon mutual written agreement of the parties for up to two (2) consecutive one-year terms, payment to Contractor shall not exceed \$367,389 for the second year and \$385,758 for the third year, excluding any agreed upon third-party costs.

Consultant shall submit its bill[s] to County for payment on a quarterly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged. Payment terms shall be net 30 days from date of invoice.

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 Article 12. 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. Term of Agreement.

The initial term of this Agreement shall be from July 1, 2025, to June 30, 2026, unless terminated earlier in accordance with the provisions of Article 4 below. Upon mutual written agreement of the parties, the Agreement may be extended for up to two (2) consecutive one year renewal terms.

### 4. Termination.

4.1 Termination Without Cause. 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 thirty(30) days written notice to Consultant.

4.2 Termination for Cause. 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, and such failure or violation is not cured within thirty (30) days of County's written notice to Consultant, County may terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Final Payment Upon Termination. In the event of termination, Consultant, within thirty (30) days following the date of termination, shall submit to County an invoice showing the services performed and reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. 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.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this agreement on behalf of the County. In addition, the Sheriff, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses for bodily injury or damage to tangible personal property, asserted by any person or entity, including Consultant, that arise directly out of Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance of Consultant's obligations under this Agreement (hereinafter "Claims"). Consultant agrees to defend County against any Claims brought against County. 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. Insurance. 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 B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. 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 pandemics, earthquake, flood, high water, other Acts 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 and Consultant shall have no liability for such delay.

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 Sheriff 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 Sheriff. 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 shall be entitled to no compensation whatsoever for the performance of such work. 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.

9.1 Standard of Care. 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.

9.2 Status of Consultant. 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.

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

9.4 Taxes. 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.

9.5 Records Maintenance. 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.

9.6 Conflict of Interest. Consultant covenants that to its reasonable knowledge and belief 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 it will not knowingly employ a person having any such interests. 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.

9.7 Statutory Compliance/Living Wage Ordinance. 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 is 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.

9.8 Nondiscrimination. 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.

9.9 AIDS Discrimination. 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.

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

10. Demand for Assurance. 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. 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. Assignment and Delegation. Either party may assign this Agreement and any of its rights and delegate any of its obligations under this Agreement, by operation of law or otherwise, with the prior written consent of the other party. This Agreement will bind each party and its permitted successors and assigns.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. 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:

Sheriff's Administration  
Sonoma County Sheriff's Office  
2796 Ventura Avenue  
Santa Rosa, CA 95403  
Tel: 707-565-2781  
Fax: 707-565-6018

TO: CONSULTANT:

Attn: Raffi Dirmandzhyan  
Thales DIS USA, Inc.  
9442 Capital of Texas Highway North  
Suite 2-400  
Austin, TX 78759-6426

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).

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.

13.1 No Waiver of Breach. The waiver by either party of any breach by the other party 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.

13.2 Construction. 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.

13.3 Consent. 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.

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

13.5 Applicable Law and Forum. 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.

13.6 Captions. 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.

13.7 Merger. This Agreement, its Exhibits and their Attachments, and any other provisions referenced within the foregoing, 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.

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

13.9 Time of Essence. 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.

End of Page/Signatures on Following Page.

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

CONSULTANT: Thales DIS USA, Inc. COUNTY: COUNTY OF SONOMA

By: 

Name: Tyson Moler  
Title: VP, IBS NORAM  
Date: 5 June 2025

By: \_\_\_\_\_  
Eddie Engram, Sheriff-Coroner

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY:

By: *Petra Bruggisser*  
County Counsel

Date: June 10, 2025

CERTIFICATES OF INSURANCE  
REVIEWED, ON FILE, AND  
APPROVED AS TO SUBSTANCE  
FOR COUNTY:

By: *Colette Owens*  
Colette Owens, Department Analyst

Date: June 20, 2025

## EXHIBIT A

### HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT (FOR BIOMETRIC SYSTEMS CUSTOMERS)

This Hardware and Software Maintenance and Support Agreement (the “**Agreement**”) is made and entered into as of July 1, 2025 (the “**Effective Date**”), between Thales DIS USA, Inc., a Delaware corporation having a principal place of business at 2964 Bradley Street, Pasadena, California 91107 (“**Thales**”), and County of Sonoma having its principal place of business at 2796 Ventura Avenue, Santa Rosa, CA 95403 (“**Licensee**”).

**WHEREAS**, the parties have entered into the Supply Agreement (as defined below), pursuant to which Thales has granted to Licensee certain license rights in the Software (as defined below);

**WHEREAS**, the Licensee has purchased the Hardware (as defined below) from Thales; and

**WHEREAS**, Licensee desires to obtain and Thales agrees to provide maintenance and support services for such Hardware and Software, in accordance with the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

**NOTE: This Agreement does not contain any license terms and, accordingly, should be executed in connection with a Supply Agreement for the applicable Software, which agreement would contain license terms governing the use of the Software.**

#### 1. DEFINITIONS

1.1 “**Additional Support Term**” has the meaning set forth in Section 8.1.

1.2 “**Documentation**” means the written materials, including instructions, rules, guidelines, manuals, and/or procedures, associated with the Software that Thales generally makes available to its licensees of such Software.

1.3 “**Error**” means a reproducible defect or combination of defects in the Software that results in a failure of the Software, when used in accordance with Thales’s instructions (including, without limitation, the applicable Documentation), to function substantially in accordance with the Specifications. As used hereunder, a reproducible defect will mean a defect that Thales can reproduce using the most recent version of the Software, as delivered by Thales to Licensee, in accordance with the terms of the Supply Agreement and the terms set forth herein.

1.4 “**Error Correction**” means either (a) a bug fix or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on Licensee.

1.5 “**Hardware**” means the Thales proprietary hardware purchased by Licensee from Thales for use in connection with the Software as such hardware is further described on Attachment A (Support Fees).

1.6 “**Initial Support Term**” has the meaning set forth in Section 8.1.

1.7 “**Software**” means the Thales-developed proprietary computer program(s) licensed by Thales to Licensee pursuant to the Supply Agreement and as further described on Attachment A (Support Fees). This excludes Third Party Software.

1.8 “**Specifications**” means the technical specifications for the Software as set forth in the applicable Documentation.

1.9 “**Supply Agreement**” means that certain agreement or purchase order entered into by and between Thales and Licensee, which agreement or purchase order addresses the purchase of Hardware and the license of Software from Thales and which is hereby incorporated herein by reference solely for the purpose of incorporating the Supply Agreement’s Software licensing provisions into this Exhibit A.

1.10 “**Support Fees**” has the meaning set forth in Section 5.1.

1.11 “**Support Services**” means the support and maintenance services provided by Thales pursuant to this Agreement, as further described herein.

1.12 “**Support Services Term**” has the meaning set forth in Section 8.1.

1.13 **RESERVED.**

1.14 “**Third Party Hardware**” means hardware products that are proprietary to entities other than Thales (e.g., Dell, HP, etc.) and which may be sold by Thales to Licensee as a convenience to Licensee.

1.15 “**Third Party Software**” means software products that are proprietary to entities other than Thales (e.g., Microsoft, Oracle, etc.) and which may be provided by Thales to Licensee on a license passed through to the Licensee by the third party entity.

1.16 “**Update**” means a revision of the Software or Hardware which is released by Thales during the Term of this Agreement and which contains an Error Correction. Unless agreed otherwise in writing, any Updates provided to Licensee during the Term of this Agreement will be provided by Thales to Licensee at no extra charge so long as Licensee is in compliance with the terms and conditions of the Agreement. Any revision of the Software or Hardware that is not an Update shall be deemed an Upgrade.

1.17 “**Upgrade**” means a revision of the Software released by Thales during the Term of this Agreement which adds new and different functions to the Software or increases the capacity of the Software to process information. Thales is under no obligation to provide any Upgrades under this Agreement, but if any Upgrades are made available to Licensee under this Agreement, each Upgrade will generally require a Change Request and Licensee’s payment of an additional charge.

## **2. HARDWARE MAINTENANCE AND SUPPORT**

**2.1 Hardware Fault Reporting and Correction.** During the Support Services Term, on the terms and conditions of this Agreement, Thales shall repair or replace any part of the Hardware found to be faulty by reason of defective material, design or workmanship.

Hardware problems may be reported by Licensee through Licensee's Technical Contact to Thales by opening a support ticket either by phone (866.500.2347), email ([itsm.ibs.LEHelpdesk@apps.thalesgroup.com](mailto:itsm.ibs.LEHelpdesk@apps.thalesgroup.com)), or via online portal (<https://us-dis-support.thalesgroup.com/sp/?id=landing>). Each such report will be accompanied or followed by sufficient information to enable Thales to determine the cause of the Hardware problem. Thales will acknowledge a report of a Hardware problem via electronic mail through updating the Service Now ticket to the Technical Contact. Thales will use commercially reasonable efforts consistent with the severity of the problem to repair or replace the Hardware. Any Hardware replaced by Thales shall be replaced with hardware of comparable functionality, which may be new or reconditioned hardware. Thales will determine, in its sole discretion, the manner in which it will repair or replace the Hardware. Thales will pay all shipping costs associated with repairing or replacing the faulty Hardware.

Thales shall not be required to repair, replace, update, or upgrade any Hardware for the purpose of maintaining compatibility with Third Party Hardware or Third Party Software or updates thereto, including but not limited to Third Party Software operating systems, or where requested due to changes in state or federal requirements or changes in Licensee's internal IT policies (including but not limited to security policies). Licensee must initiate a Change Request to Thales for Thales's consideration if Licensee wishes for Thales to provide any support related to the foregoing situations, and if Thales agrees to provide the support it shall be at charges agreed to by the parties.

**2.2 Third Party Hardware Support.** During the Support Services Term, Thales shall provide corrective maintenance for Third Party Hardware purchased by Licensee from Thales. This means that if Third Party Hardware breaks or fails, Thales shall supply a fix to or replace the product. If, however, by example, a Third Party Hardware vendor issues a firmware update, any work or support that Thales in its discretion wishes to do for Licensee, whether for the Hardware or the Third Party Hardware, will require a Change Request and additional support charges may apply. Preventive maintenance (i.e., maintenance that is done to prolong the useful life of a product or infrastructure) is not provided by Thales for Third Party Hardware. Lastly, Thales shall have no obligation regarding any EOL (End of Life) Third Party Hardware that is no longer being supported by Thales or the Third Party Hardware vendor.

**2.3 Exclusions from Hardware Maintenance and Support.** Notwithstanding the provisions contained in Sections 2.1 and 2.2 above, Thales shall have no responsibility to provide Hardware maintenance or support or repair or replace any Hardware where Thales determines, in its sole and reasonable discretion, that the Hardware requires such repair or replacement due to:

- 2.3.1 any changes or modifications to the Hardware or Software included on the Hardware that were not made by Thales;
- 2.3.2 damage to the Hardware (other than normal wear and tear);
- 2.3.3 the failure of computer hardware, equipment, or software not supplied by Thales;
- 2.3.4 the negligence of Licensee or a third party;
- 2.3.5 the use of operating systems or auxiliary devices (e.g., third party hardware

components) in conjunction with Hardware or Software which have not been approved in writing by Thales for use with Hardware and Software;

2.3.6 attempted maintenance by unauthorized persons;

2.3.7 Licensee's improper use of the Hardware, including but not limited to Licensee merging or combining the Hardware with any hardware or software not authorized by Thales to be so merged or combined;

2.3.8 environmental issues (e.g., heat, humidity, electrical) on Licensee's premises; or

2.3.9 changes made to Licensee's network or to Licensee's IT infrastructure by Licensee or a third party without Thales's knowledge and approval.

### 3. SOFTWARE MAINTENANCE AND SUPPORT

**3.1 Software Error Reporting and Correction.** Thales will provide Licensee with the ability to open software-related support tickets 24 hours a day, 7 days a week. Each Error experienced by Licensee related to Licensee's use of the Software may be reported by Licensee through Licensee's Technical Contact to Thales by opening a support ticket either by phone (866.500.2347), email ([itsm.ibs.LEHelpdesk@apps.thalesgroup.com](mailto:itsm.ibs.LEHelpdesk@apps.thalesgroup.com)), or via online portal (<https://us-dis-support.thalesgroup.com/sp/?id=landing>). Each such Error report will be accompanied or followed by sufficient information to enable Thales to reproduce and verify the Error. Thales will acknowledge a report of an Error via electronic mail through updating the Service Now ticket to the Technical Contact. Thales will use commercially reasonable efforts consistent with the severity of the Error to reproduce and verify reported Errors and provide Error Corrections therefor. Thales will determine, in its sole discretion, the priority level of each reported Error.

Under this Agreement, Thales shall not be required to repair, replace, update, or upgrade any Software to a subsequent version for the purpose of maintaining compatibility with Third Party Software or updates thereof, including but not limited to Third Party Software operating systems, or where requested due to changes in state or federal requirements or in Licensee's internal IT policies (including but not limited to security policies).

Unless the parties mutually agree otherwise in advance in writing, Thales will be the party responsible for implementing any Software Error Corrections provided by Thales to Licensee.

**3.2 Operating System updates.** Sonoma shall be responsible for approving all OS patches for Sonoma's Thales servers and then making them available to Thales. Thales shall apply Sonoma-approved patches to all Sonoma Thales servers upon a mutually agreed upon update cadence.

**3.3 Third Party Software Support.** During the Support Services Term, Thales shall provide only corrective maintenance for Third Party Software purchased by Licensee from Thales; no preventative maintenance (inspection, detection, and correction of incipient failures before they occur) is provided by Thales for Third Party Software. Further, Thales shall have no obligation regarding any EOL (End of Life) Third Party Software that is no longer being supported by Thales or the Third Party Software vendor.

**3.4 Exclusions from Software Maintenance and Support.** Notwithstanding the provisions contained in Sections 3.1 and 3.2 above, Thales shall have no responsibility to provide Software maintenance or support, where Thales determines in its reasonable and sole discretion that:

3.4.1 the Software has been changed, modified, or damaged (excluding modifications made by Thales);

3.4.2 the Software Maintenance and Support Services are necessary due to: (a) failure of computer hardware, equipment, or software not supplied by Thales; (b) the negligence of Licensee or any third party; (c) a cause or causes beyond the reasonable control of Thales; (d) attempted maintenance by unauthorized persons; (e) Licensee's use or improper use of the Software, or the use, merging or combining of the Software with any hardware or software not authorized by Thales to be so merged or combined; or (f) environmental issues (e.g. heat, humidity, electrical) on Licensee's premises;

3.4.3 Licensee has not implemented any Error Corrections made available by Thales;

3.4.4 Licensee has not paid the Support Fees, or any related fees or amounts, when due; or

3.4.5 Licensee or a third party has made changes to Licensee's network or to Licensee's IT infrastructure without Thales's knowledge and approval.

#### **4. LICENSEE COMPLIANCE AND COOPERATION**

4.1 Licensee acknowledges that all Documentation, Software, Error Corrections, and Upgrades provided by Thales are subject to the conditions of the Supply Agreement, and Licensee agrees to comply with those conditions.

4.2 Licensee will fully cooperate and assist Thales in the provision of the Support Services, including allowing full and free access, including, but not limited to remote access, to relevant hardware, software, and other information if reasonably required by Thales.

#### **5. FEES AND PAYMENTS**

**5.1 Support Fees.** Licensee will pay annual support fees for the Support Services based on Thales's then current annual rate for Support Services ("**Support Fees**"). Thales's current annual Support Fees are set forth in the attached Attachment A (Support Fees). Payment will be due and payable thirty (30) days from the invoice date. Thales reserves the right to increase the annual Support Fees for any Additional Support Terms and will give Licensee advance notice of such increases. If Licensee fails to purchase Support Services concurrently with Licensee's purchase of the Hardware and/or Software to be supported, or fails to renew Support Services upon termination of the Initial Support Term or any Additional Support Term, and Licensee subsequently desires to commence Support Services for the Hardware and/or Software, Thales may, at its option, commence Support Services in accordance with Thales's then-current policies and upon payment by Licensee of the then-applicable annual Support Fee and reinstatement fee.

**5.2 Taxes.** All taxes and duties attributable to this Agreement (except taxes relating to Thales's

net income), including sales, use, and any other tax assessed by local, state, or federal authorities, will be borne by Licensee. Licensee will reimburse Thales for any such taxes and duties.

**5.3 Late Payment.** Any sums not paid when due will automatically accrue interest from the date when due until actually paid at a rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less.

## **6. DISCLAIMER OF WARRANTIES**

THALES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITH RESPECT TO ANY HARDWARE FAULTS REPORTED BY LICENSEE TO THALES, LICENSEE AGREES THAT THALES'S SOLE AND EXCLUSIVE OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS FOR THALES TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR OR REPLACE THE HARDWARE IN ACCORDANCE WITH THALES'S MAINTENANCE OBLIGATIONS PURSUANT TO SECTION 2 ABOVE. WITH RESPECT TO ANY ERRORS REPORTED BY LICENSEE TO THALES, LICENSEE AGREES THAT THALES'S SOLE AND EXCLUSIVE OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS FOR THALES TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH ERRORS IN ACCORDANCE WITH THALES'S SUPPORT OBLIGATIONS PURSUANT TO SECTION 3 ABOVE.

## **7. LIMITATION OF LIABILITY**

EXCEPT FOR THALES INDEMNITY OBLIGATIONS UNDER ARTICLE 5 (INDEMNIFICATION) OF THE BASE PART OF THE AGREEMENT, THALES'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING FROM CONTRACT OR OTHERWISE, IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO THALES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THALES'S RECEIPT OF NOTICE OF A CLAIM. THALES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING FROM THALES'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT.

## **8. TERM AND TERMINATION**

**8.1 Term.** This Agreement will commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, will continue for a period of one year (the "**Initial Support Term**"). At the expiration of the Initial Support Term, the parties may mutually agree in writing to renew this Agreement for up to two (2) additional successive one (1) year periods (each an "**Additional Support Term**"). The Initial Support Term and any

Additional Support Terms are collectively referred to herein as the “**Support Services Term.**”

**8.2 Discontinuance of Support Services.** Thales reserves the right to discontinue provision of the Support Services for any Hardware, Software, Third Party Hardware, and Third Party Software where Thales, in its sole discretion, determines that Thales’s continued provision of Support Services is no longer economically feasible, considering such factors as possible obsolescence and other factors Thales deems relevant. Thales will give Licensee at least three (3) months prior written notice of any such discontinuance of Support Services and will refund any unaccrued Support Fees that Licensee may have prepaid with respect to the affected products. In all cases, Thales will have no obligation to support or maintain any version of the Software or Third Party Software, including but not limited to operating system software, except (a) the then-current version, and (b) the immediately preceding version for a period of six (6) months after it is first superseded.

**8.3 Termination for Cause.** If either party materially defaults in any of its obligations under this Agreement, the non- defaulting party, at its option, will have the right to terminate this Agreement by written notice to the other party unless within thirty (30) calendar days after receiving written notice of such default the defaulting party remedies the default. Without limiting the foregoing, Thales will have the right to terminate this Agreement, immediately upon written notice to Licensee, if Licensee fails to pay any overdue Support Fees within fifteen (15) days of written notice and demand from Thales.

**8.4 Effect of Termination.** Sections 1, 5 (to the extent fees or amounts due have accrued prior to expiration or termination), 6, 7, 8.4 and 13 will survive the expiration or termination of this Agreement for any reason.

## **9. PROJECT SCOPE**

This Agreement does not include any installation or deployment activities or anything related to Hardware or Software outside of the project delivery scope. The project scope will be typically set forth in a quotation issued by Thales. This Agreement covers only those Products listed on Attachment A (Support Fees) and/or in a Thales quotation.

## **10. DATA BACKUP**

Thales will provide hardware and software maintenance for the backup products that Sonoma County has purchased or licensed from Thales for Sonoma County’s backup operations. Sonoma County will keep backup hardware and software in a secure onsite location and shall store any offsite backup media in a secure location. Software provided by Thales will be configured by Thales to automatically perform backups at a frequency determined by Sonoma County. It is the responsibility of Sonoma County to execute and validate data backup for Sonoma’s entire Thales system.

## **11. SERVICE LEVEL AGREEMENT, A SERVICE LEVEL AGREEMENT (SLA) IS INCLUDED AS ATTACHMENT B TO THIS EXHIBIT A OF THE AGREEMENT AND HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE.**

## 12. CHANGE REQUEST

If Licensee has a need for services that are outside the scope of Thales standard maintenance and support provided under the terms of this Agreement, Licensee may request that Thales prepare a Change Request with attendant pricing for Licensee's consideration. Thales in its sole discretion will determine whether Thales is willing and able to perform a Change Request, given factors that include but are not limited to, time, resources, costs, complexity, and impact of the work involved. Thales will follow its internal Change Management Request Process in documenting a Change Request, analyzing it, assessing its costs, and making the decision as to whether to proceed with the Change Request. Two examples of situations where a Change Request could arise are: (i) Hardware or Software at or nearing End of Life; or (ii) third party vendor makes a change to Third Party Hardware or Third-Party Software which impacts performance or operability of Hardware or Software.

## 13. GENERAL

**13.1 Force Majeure.** Except with respect to Licensee's obligation to make timely payments, neither party will be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, wars, pandemics, labor disputes, terrorism, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control. Thales's inability to supply Hardware, Software, Support Services or other materials or services of whatever nature due to the inability to obtain or maintain required export authorization shall not constitute a breach of this Agreement and Customer hereby acknowledges this risk.

**13.2 Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then each provision not so affected will remain in full force and effect.

**13.3 Assignment and Delegation.** Either party may assign this Agreement and any of its rights and delegate any of its obligations under this Agreement, by operation of law or otherwise, with the prior written consent of the other party. This Agreement will bind each party and its permitted successors and assigns.

**13.4 Disputes.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Any legal suit, action, or proceeding arising out of or relating to this Agreement will be commenced in a federal court in the Central District of California or in state court in the County of Sonoma, California, as applicable, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action, or proceeding.

**13.5 No Waiver.** No course of dealing, course of performance, or failure of either party strictly to enforce any term, right, or condition of this Agreement will be construed as a waiver of any other term, right, or condition. No waiver or breach of any provision of this Agreement will be construed to be a waiver of any subsequent breach of the same or any other provision.

**13.6 Relationship of the Parties.** This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

**13.7 Notices.** Any notice, request, demand, or other communication required or permitted hereunder will be in writing, will reference this Agreement, and will be deemed to be properly given: (a) when delivered personally; (b) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with an express courier, with written confirmation of receipt. All notices will be sent to the address specified on the signature page of this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section).

**13.8 Complete Agreement.** This Agreement, any Exhibits and Attachments attached to it, and any agreements or terms and conditions incorporated by reference herein, contain the entire understanding of the parties with respect to the subject matter hereof and supersede any and all prior related understandings, agreements, representations, negotiations, and discussions, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties.

END OF PAGE

## Attachment A to Exhibit A Support Fees



Thales DIS USA, Inc.  
2964 Bradley Street  
Pasadena, CA 91107 USA  
Tel: +1 (626) 325-9600  
Fax: +1 (626) 325-9700

Quote Number Q-0003379  
Opportunity ID D-0045508  
Account Number US057334  
Project Code GNM19040\_1

Quote Created Date 5/16/2025  
Quote Expiration Date 6/30/2025  
Contact Name

**BILL TO:**

County of Sonoma  
585 Fiscal Dr 100,  
Santa Rosa, California, 95403-2824  
United States

**SHIP TO:**

County of Sonoma  
585 Fiscal Dr 100,  
Santa Rosa, California, 95403-2824  
United States

### Thales Identity and Biometric Solutions Support and Maintenance Renewal Quotation

Maintenance Period Start Date	Maintenance Period End Date	Payment Terms
7/1/2025	6/30/2026	Net 30

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
A2887554	Maintenance (Billing Only)	AFIS/LS Maintenance - Billed Quarterly - Period 7/1/2025 - 9/30/2025	1	\$87,473.50	\$87,473.50
A2887554	Maintenance (Billing Only)	AFIS/LS Maintenance - Billed Quarterly - Period 10/1/2025 - 12/31/2025	1	\$87,473.50	\$87,473.50
A2887554	Maintenance (Billing Only)	AFIS/LS Maintenance - Billed Quarterly - Period 1/1/2026 - 3/31/2026	1	\$87,473.50	\$87,473.50
A2887554	Maintenance (Billing Only)	AFIS/LS Maintenance - Billed Quarterly - Period 4/1/2026 - 6/30/2026	1	\$87,473.50	\$87,473.50

Subtotal \$349,894.00  
**Grand Total** **\$349,894.00**

**Additional Notes to Customer:**

This quote is only valid if the "Agreement for Maintenance of Fingerprint Identification Equipment" to which it is attached is executed by both parties on or before 06-30-25.

Option Year 2 – 07/01/2026 – 06/30/2027 **\$367,388.70\***  
Option Year 3 – 07/01/2027 – 06/30/2028 **\$385,758.14\***

\*Pricing for each optional one-year maintenance term will not exceed 5% over the previous year's pricing for the same configuration and quantity of hardware and software as was covered in the previous year's term. The increase cap of 5% excludes third party hardware and software for which Thales is unable to provide a quote at the present time.

Customer Acceptance

Signature	Date

To confirm acceptance of the quote and renew maintenance coverage for the period listed above, please provide either 1) a purchase order, or 2) a

signed and dated copy of the attached quote. One of the above must be received to renew the service contract and convert the quote to an invoice.

If your organization is tax exempt, please provide a tax-exempt form. For general questions regarding support and maintenance renewal, please contact [LSMaintenance@thalesgroup.com](mailto:LSMaintenance@thalesgroup.com)

Support and Maintenance Services include fixes for minor malfunctions, minor updates, remote troubleshooting assistance for connectivity and transaction-related issues, 24/7 helpdesk ticketing system, and hardware replacement/cross shipping, if necessary (unless excluded on quote)

### Billing/Payment Information

For questions, please contact Accounts Receivable - [ARTeamDIS@thalesgroup.com](mailto:ARTeamDIS@thalesgroup.com), (629) 325-9370 Fax (626) 236-4348

#### US Lockbox Remittance Address

Thales DIS USA, Inc.  
P. O. Box 737580  
Dallas, TX 75373-7580

#### Delivery via Overnight Courier Service

JPMorgan Chase  
Attn: Thales DIS USA, Inc. 737580  
14800 Frye Road, 2nd Floor  
Ft. Worth, TX 76155

#### USA ACH and USA Wires

Thales DIS USA, Inc.  
JPMorgan Chase  
New York, NY 10017  
ABA #: 021000021  
Acct #: 928722369

#### US International Wires

Thales DIS USA, Inc. JPMorgan Chase  
New York, NY 10017  
ABA #: 021000021  
Acct #: 928722369  
Swift #: CHASUS33

### TECHNICAL SUPPORT CONTACT INFORMATION

**PHONE:** [1-866-500-AFIS](tel:1-866-500-AFIS) (or [1-866-500-2347](tel:1-866-500-2347))

**EMAIL:** [itsm.ibs.LEhelpdesk@apps.thalesgroup.com](mailto:itsm.ibs.LEhelpdesk@apps.thalesgroup.com)

**WEB PORTAL:** <https://us-dis-support.thalesgroup.com/sp/?id=landing>

**ATTACHMENT B TO EXHIBIT A  
SERVICE LEVEL RESPONSE TIME**

Severity	Severity Definition	Systems/locations that qualify	Detail Description	Example(s)	Contractor's Remote Response Time												
<b>Critical</b>	Full System Outage, or Critical Impact to System Usability in qualified locations	<table border="1"> <tr> <td>MADF Primary Booking* Livescan 5</td> <td>R88</td> <td>IDR88</td> </tr> <tr> <td>MADF Secondary Booking* Livescan 5</td> <td>NF4</td> <td>IDNF4</td> </tr> <tr> <td>Juvenile Probation Livescan 5 (JJC - Juvenile Hall - Intake) JJC - booking area</td> <td>R79</td> <td>SNLSR79</td> </tr> <tr> <td>Coroner's Office (Decedent Scan) Livescan 5</td> <td>NG4</td> <td>IDNG4</td> </tr> </table> <p>*BOTH MADF locations are down. If one is functioning, move severity to Medium</p> <p><b>WEB ID</b> – essential for release &amp; coroner ID.</p>	MADF Primary Booking* Livescan 5	R88	IDR88	MADF Secondary Booking* Livescan 5	NF4	IDNF4	Juvenile Probation Livescan 5 (JJC - Juvenile Hall - Intake) JJC - booking area	R79	SNLSR79	Coroner's Office (Decedent Scan) Livescan 5	NG4	IDNG4	Problems that cause total failure of the full system (unscheduled) or stop a user from completing a business critical function. A business critical function is intake of suspects, release of inmates, and processing of deceased persons in Coroner's Office.	<p>Entire AFIS system inoperable</p> <p>No user can log in or use CABIS and/or web applications (except for incorrect/expired accounts)</p> <p>Recent transactions are stuck in "Searching" or "Updating Database". Problem is unrelated to external response</p> <p>Recent mugshot data is not being enrolled / able to be queried as expected</p> <p>Booking data is not being transferred to RMS vendor as expected</p>	<b>1 hour - 24/7</b>
MADF Primary Booking* Livescan 5	R88	IDR88															
MADF Secondary Booking* Livescan 5	NF4	IDNF4															
Juvenile Probation Livescan 5 (JJC - Juvenile Hall - Intake) JJC - booking area	R79	SNLSR79															
Coroner's Office (Decedent Scan) Livescan 5	NG4	IDNG4															
<b>Medium</b>	Moderate Impact to Usability <25% of users or moderately used non-critical functionality	All other systems and locations.	Problems that cause a moderate impact on County's productivity, system performance or system functionality.	Workstation or device is not operating within designed functional specifications	4 business hours*												
<b>Low</b>	Low impact to County operations		Problems that cause little to no effect on County's productivity, system functionality, or system performance.	Inconvenient error message or intermittent problem.	8 business hours*												

Remote response time means the time-period between Thales's receipt of Customer's request for Error resolution and Thales's electronic response to Customer acknowledging Thales's receipt of customer request.

\*Normal Business Hours (Mon – Fri 8 AM - 5 PM, user time zone)

## EXHIBIT B

### 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 for reasonable cause 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. *Required Evidence of Insurance*: 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. 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. County of Sonoma 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. *Required Evidence of Insurance:*
  - i **C**opy of the additional insured endorsement language granting additional insured status;
  - ii **C**ertificate of Insurance.

### 3. Professional Liability/errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following:
  - (1) renewal of the existing policy;
  - (2) an extended reporting period endorsement; or
  - (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. *Required Evidence of Insurance:* Certificate of Insurance specifying the limits and the claims- made retroactive date.

### 4. 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. *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: Fingerprint Identification Equipment and Software Upgrade.
- 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:

**Sonoma County Sheriff's Office**  
**2796 Ventura Avenue**  
**Santa Rosa, CA 95403**

- 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 and not replaced with another policy within ten (10) days of termination of the original policy, or (2) the limits of any of the required policies are reduced.
- f. Upon written request and for reasonable cause, e.g. County receives notice of claim, certified copies of required insurance policies must be provided within thirty (30) days.

## **7. Policy Obligations**

Consultant's indemnity obligations under the contract for third party bodily injury and damage to tangible personal property that Consultant causes in performance of its contract 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.