

AGREEMENT FOR MAINTENANCE OF FINGERPRINT IDENTIFICATION
EQUIPMENT

This agreement ("Agreement"), dated as of _____, 2020 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Gemalto Cogent, Inc. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified provider of fingerprint identification hardware, software and related systems, and experienced in the maintenance and support of automated fingerprint systems and related services; and

WHEREAS, in the judgment of the Sheriff-Coroner, it is necessary and desirable to employ the services of Contractor for maintenance and support existing Gemalto Cogent, Inc. fingerprint systems.

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 Contractor's Specified Services.

Contractor shall perform the services described in Exhibit "A," 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 Article 8, 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 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor 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 Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this

Agreement. Contractor 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 Contractor'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 Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Contractor 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 Contractor to perform work hereunder for cause, Contractor 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. Contractor 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 Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

Payments to Contractor shall not exceed \$838,101 (Eight hundred thirty-eight, one hundred and one dollars) for all services and incidental costs required hereunder, regardless of the number of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. 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, is specified in Exhibit A, Section 10, Equipment List and Pricing, attached hereto and incorporated herein by this reference.

Upon completion of the work, Contractor shall submit its bill(s) for payment 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.

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 by the County to Contractor on a quarterly basis in advance of services to be performed.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor 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 Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor 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 Contractor 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, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2020 to June 30, 2025 unless terminated earlier in accordance with the provisions of Article 4 below.

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 5 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor 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 Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, 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 Contractor or Contractor's subcontractors, Contractors, 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.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor 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 Contractor 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, Contractor 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 Contractor.

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.

Contractor agrees to defend, indemnify, hold harmless, reimburse and release County, its officers, and employees, from and against any and all third party actions, claims, damages, disabilities, liabilities and expense including, but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein,

whether arising from personal injury or property damage , that may be asserted by any person or entity, including Contractor, arising out of and to the extent of Contractor's or its agents', employees', subcontractors' negligent or intentional misconduct, acts, errors or omissions. Contractor shall have no obligations under this provision to the extent of contributory negligence by County, its officers or employees. County shall have the right to select its own legal counsel. The indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts. This Article 5 indemnity provision survives the termination of this Agreement.

6. Limitation of Liability. Except as agreed in Article 5 (Indemnification) above, to the extent permitted by applicable law, in no event will Contractor be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, data, incurred by County or any third party, whether in an action in contract or tort, even if County has been advised of the possibility of such damages or if such damages are foreseeable. Except for Contractor's indemnity obligations for personal injury and property damage under Article 5 (Indemnification), Contractor's cumulative liability for damages arising under or related to this Agreement shall not exceed a sum equal to the amounts billed by Contractor under the Agreement. County acknowledges that the limitations of liability in this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which Contractor would not have entered into this Agreement. Contractor's pricing reflects this allocation of risk and the limitation of liability specified herein.

7. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit B (Insurance Requirements), which is attached hereto and incorporated herein by this reference.

8. Prosecution of Work. The execution of this Agreement shall constitute Contractor'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, pandemics, or government restrictions, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

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

10. Representations of Contractor.

10.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor's work by County shall not operate as a waiver or release.

10.2 Status of Contractor. The parties intend that Contractor, 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. Contractor 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, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 No Suspension or Debarment. Contractor 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. Contractor 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 Contractor becomes debarred, Contractor has the obligation to inform the County

10.4 Taxes. Contractor 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. Contractor 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 Contractor'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, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

10.5 Records Maintenance. Contractor 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. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

10.6 Conflict of Interest. Contractor 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. Contractor 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, Contractor 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 Contractor's or such other person's financial interests.

10.7 Statutory Compliance/Living Wage Ordinance. Contractor 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, Contractor 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.

10.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor 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.

10.9 AIDS Discrimination. Contractor 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.

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

11. 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 assurance 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.

12. Assignment and Delegation. 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.

13. 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: Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403

TO: CONTRACTOR: Gemalto Cogent, Inc.
2964 Bradley Street
Pasadena, CA 91107

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.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. 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.

14.2 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. Contractor 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. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

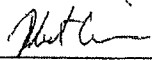
14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement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

14.8 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.

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

CONTRACTOR: Gemalto Cogent, Inc.

APPROVED AS TO FORM FOR COUNTY

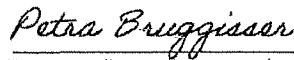
By: 
Robert Cimperman
VP Sales and Marketing North
America

By: _____
Sheriff-Coroner

Date: 6/2/2020

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: 
Deputy County Counsel

Date: May 26, 2020

CERTIFICATES OF INSURANCE ON
FILE WITH SHERIFF'S OFFICE

By: 

Date: 6/3/2020

EXHIBIT A
SCOPE OF WORK
TABLE OF CONTENTS

1 – 7	MAINTENANCE AND SUPPORT SERVICES
8	SERVICE LEVEL RESPONSE TIME
9	GEMALTO COGENT TECHNICAL SUPPORT CONTACT INFORMATION
10	EQUIPMENT LIST AND PRICING

MAINTENANCE AND SUPPORT SERVICES

1. DEFINITIONS

1.1 "Error" means a reproducible defect of combination of defects in the Software that results in a failure of the Software, when used in accordance with Gemalto Cogent'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 Gemalto Cogent can reproduce using the most recent version of the Software, as delivered by Gemalto Cogent to County, in accordance with the terms of the Agreement and the terms set forth herein.

1.2 "Error Correction" means either (a) a bug fix, patch, or other modification or action 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 County.

1.3 "Upgrade" means a revision of the Software released by Gemalto Cogent 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. Gemalto Cogent is under no obligation to provide any Upgrades under this Agreement, but if any Upgrades are made available to County under this Agreement, each Upgrade will generally require County's payment of an additional charge.

2. HARDWARE MAINTENANCE AND SUPPORT

2.1 **Fault Reporting and Correction.** During the term of this Agreement, on the terms and conditions of this Agreement, Gemalto Cogent shall repair or replace without charge to County any part of the Hardware found to be faulty by reason of defective material, design or workmanship. Hardware problems will be reported by County to Gemalto Cogent at the support number set forth on below (Technical Support Contact Information), as it may be revised by Gemalto Cogent from time to time. Each such report will be accompanied or followed by sufficient information to enable Gemalto Cogent to determine the cause of the Hardware problem. Gemalto Cogent will acknowledge each such report via telephone, facsimile transmission, or electronic mail to the County and will use commercially reasonable efforts consistent with the severity of the problem to repair or replace the Hardware. Any Hardware replaced by Gemalto Cogent shall be replaced with hardware of the comparable functionality, which may be new or reconditioned hardware. Gemalto Cogent will determine, in its sole discretion, the manner in which it will repair or replace the Hardware. Gemalto Cogent will pay all shipping costs required to ship the faulty Hardware to and from Gemalto Cogent.

2.2 **On-Site Support.** Gemalto Cogent may, in its sole discretion, provide emergency on-site support to County beyond the support described in Section 2.1 above. If Gemalto Cogent provides on-site support, such support will in all cases be subject to the availability of appropriate Gemalto Cogent personnel.

2.3 **Exclusions from hardware Maintenance and Support.** Except as provided in Sections 2.1 and 2.2 above, Gemalto Cogent shall have no responsibility to provide Hardware maintenance or support. By way of example, but not as a limitation to the scope of the foregoing statement, Gemalto

Cogent shall not be required to repair or replace any Hardware where Gemalto Cogent determines, in its sole and reasonable discretion that the Hardware requires such repair or replacement to the extent arising from:

- 2.3.1 any changes or modifications to the Hardware or Software included on the hardware in each case that were not made by Gemalto Cogent;
- 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 Gemalto Cogent;
- 2.3.4 the negligence of County or any 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 Gemalto Cogent for use with Hardware and Software;
- 2.3.6 attempted maintenance by unauthorized persons; or
- 2.3.7 County's use or improper use of the Hardware, or merging or combining the hardware with any hardware or software not authorized by Gemalto Cogent to be so merged or combined.
- 2.3.8 Gemalto Cogent shall not be required to repair, replace, or upgrade any Hardware for the purpose of maintaining compatibility with third party hardware or software or updates thereof (including but not limited to third party operating systems) or where requested due to changes in County's IT policies (including but not limited to security policies).

3. SOFTWARE MAINTENANCE AND SUPPORT

3.1 **Error Reporting and Correction.** Gemalto Cogent will provide County with Software support by telephone 24 hours a day, 7 days a week. Each Error experienced by County related to County's use of the Software will be reported by County to Gemalto Cogent at the support number set forth on below (Technical Support Contact Information), as it may be revised by Gemalto Cogent from time to time. Each such Error report will be accompanied or followed by sufficient information to enable Gemalto Cogent to reproduce and verify the Error. Gemalto Cogent will acknowledge each such reported error via telephone, facsimile transmission, or electronic mail to the County and will use commercially reasonable efforts consistent with the severity of the Error to reproduce and verify reported errors and provide error corrections therefor. Gemalto Cogent will determine, in its sole discretion, the priority level of each report error.

3.2 **On-Site Support.** Gemalto Cogent may, in its sole discretion, provide emergency on-site support to County beyond the support described in Section 3.1, above. If Gemalto Cogent provides on-site support, such support will in all cases be subject to the availability of appropriate Gemalto Cogent personnel.

3.3 **Exclusions from Software Maintenance and Support.** Except as provided in Sections 3.1 and 3.2 above, Gemalto Cogent shall have no responsibility to provide Software maintenance or

support. By way of example, but not as a limitation to the scope of the foregoing statement, Gemalto Cogent shall not be obligated to provide Software maintenance and Support Services where:

3.3.1 the Software has been changed, modified, or damaged (excluding modifications made by Gemalto Cogent);

3.3.2 the Software Maintenance and Support Services are necessary due to: (a) failure of computer hardware, equipment, or software not supplied by Gemalto Cogent; (b) the negligence of County or any third party; (c) a cause or causes beyond the reasonable control of Gemalto Cogent; (d) attempted maintenance by unauthorized persons; or (e) County'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 Gemalto Cogent to be so merged or combined;

3.3.3 County has not installed an implemented any Error Corrections provided by Gemalto Cogent; or

3.3.4 County has not paid the Support Fees, or any related fees or amounts, when due.

3.3.5 Gemalto Cogent shall not be required to (i) repair, replace, 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 operating systems), or where requested due to changes in County's IT policies (including but not limited to security policies); or (ii) provide updates to third party software that is no longer supported by the third party vendor.

4. COUNTY RESPONSIBILITIES

4.1 County will be responsible for allowing Gemalto Cogent to implement all Error Corrections furnished by Gemalto Cogent and for paying all costs in connection with any Upgrades offered to County by Gemalto Cogent under this Agreement.

4.2 County acknowledges that all Documentation, Software, Error Corrections, and Upgrades provided by Gemalto Cogent are subject to the conditions of the Agreement, and County agrees to comply with those conditions.

4.3 County will fully cooperate and assist Gemalto Cogent 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 Gemalto Cogent.

5. DISCLAIMER OF WARRANTIES

Gemalto Cogent 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 County to Gemalto Cogent, County agrees that Gemalto Cogent's sole and exclusive obligation and County's sole and exclusive remedy under this Agreement is for Gemalto Cogent to use commercially reasonable efforts to

repair or replace the hardware in accordance with Gemalto Cogent's maintenance obligations pursuant to Section 2 above. With respect to any error reported by County to Gemalto Cogent, County agrees that Gemalto Cogent's sole and exclusive obligation and County's sole and exclusive remedy under this Agreement is for Gemalto Cogent to use commercially reasonable efforts to correct such errors in accordance with Gemalto Cogent's support obligation pursuant to Section 3 above.

6. LIMITATIONS OF LIABILITY

Gemalto Cogent's aggregate liability under or in connection with this Agreement (whether arising from contract or otherwise) shall not exceed a sum equal to the amounts billed by contractor under the Agreement. Gemalto Cogent 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 its performance or nonperformance under this Agreement.

7. DISCONTINUANCE OF SUPPORT SERVICES

Gemalto Cogent reserves the right to discontinue provision of the Support Services and terminate this Agreement should Gemalto Cogent, in its sole discretion, determine that the continued provision of Support Services for any hardware or Software is no longer economically feasible, considering such factors as possible obsolescence and other factors Gemalto Cogent deems relevant. Gemalto Cogent will give County at least three (3) months prior written notice of any such discontinuance of Support Services and will refund any Support Fees not accrued that County may have prepaid with respect to the affected Software. In all cases, Gemalto Cogent will have no obligation to support or maintain any version of the Software or operating system except (1) the then-current version of the Software, and (b) the immediately preceding version of the Software for a period of six (6) months after it is first superseded.

8. SERVICE LEVEL RESPONSE TIME

Severity	Severity Definition	Detail Description	Example(s)	Contractor's Response Time
Critical	Full System Outage, or Critical Impact to System Usability	<ul style="list-style-type: none"> Problems that cause total failure of the full system (unscheduled) or stop a user from completing a business critical function. There are no work-arounds available. County must be available to work toward a resolution. 	Entire AFIS system is inoperable	1 business hour
Significant	Significant Impact to Usability>25% of County's or daily used functionality	<ul style="list-style-type: none"> Problems that cause a moderate impact on County's productivity, system performance or system functionality. A mid-term work-around is available. County must be available to work toward a resolution. 	Multiple workstations are completely inoperable (LiveScan Booking, Ten-print Analysis, Latent Analysis) -OR System response is not meeting contractual obligations	2 business hours
Medium	Moderate Impact to Usability <25% of users or moderately used functionality	<ul style="list-style-type: none"> Problems that cause a moderate impact on County's productivity, system performance or system functionality. A mid-term work-around is available. County must be available to work toward a resolution. 	Workstation or device is no functioning within designed specifications	4 business hours
Low	Low impact to County	<ul style="list-style-type: none"> Problems that cause little to no effect to County's productivity, system functionality or system performance. 	Inconvenient error message -OR Intermittent problem	8 business hours

9. GEMALTO COGENT TECHNICAL SUPPORT CONTACT INFORMATION

Gemalto Cogent phone number: 1-866-500-2347

Gemalto Cogent email: CgtHelpdesk@gemalto.com

10. Equipment List and Pricing

Equipment List and Pricing Current System Page 1

Current System - C1398 Maintenance			Year 1		Year 2				
Description	Location	LSID	Installed/Purchase Date	7/1/19 - 6/30/20 3%	7/1/20 - 6/30/21 3%	7/1/21 - 6/30/22 3%	7/1/22 - 6/30/23 3%	7/1/23 - 6/30/24 3%	7/1/24 - 6/30/25 3%
Livescan Booking Stations									
Livescan station with CS1000p Scanner, Printer, and Mugshot	MADF Booking	R88	Installed October 2013	\$ 6,527.95	\$ 6,723.79	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, Printer, and Mugshot	MADF Booking New	NF4	Installed July 2013	\$ 6,527.95	\$ 6,723.79	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, Printer, and Mugshot	MADF BPR	R76	Installed October 2013	\$ 6,471.68	\$ 6,665.83	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, Printer, and Mugshot	NDCF	R77	Installed October 2013	\$ 6,753.05	\$ 6,955.64	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner and Mugshot	Main Office	R75	Installed November 2013	\$ 4,839.69	\$ 4,984.88	\$ -	\$ -	\$ -	\$ -
Livescan (Decedent scan) Laptop with CS500e scanner	Coroner's Office	NG4	Installed August 2013	\$ 1,012.96	\$ 1,043.35	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, and Printer	Sonoma PD	R78	Installed October 2013	\$ 3,657.90	\$ 3,767.64	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, Printer, and Mugshot	Juvenile Probation	R79	Installed October 2013	\$ 6,921.88	\$ 7,129.54	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, Printer, and Mugshot	Probation Court	R80	Installed October 2013	\$ 6,471.68	\$ 6,665.83	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, and Printer	Santa Rosa PD	R89	Installed October 2013	\$ 3,657.90	\$ 3,767.64	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, and Printer	Rohnert Park	B44	Installed October 2013	\$ 3,657.90	\$ 3,767.64	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, and Mugshot	Petaluma PD	R82	Installed October 2013	\$ 3,931.09	\$ 4,049.02	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, and Printer	Cotati PD	R83	Installed October 2013	\$ 3,657.90	\$ 3,767.64	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, and Printer	Cloverdale PD	R84	Installed October 2013	\$ 3,657.90	\$ 3,767.64	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, Printer, and Mugshot	Healdsburg PD	R85	Installed October 2013	\$ 3,657.90	\$ 3,767.64	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner, Printer, and Mugshot	Sebastopol PD	R86	Installed October 2013	\$ 3,657.90	\$ 3,767.64	\$ -	\$ -	\$ -	\$ -
Livescan station with CS1000p Scanner	Sonoma State PD	R87	Installed October 2013	\$ 3,489.08	\$ 3,593.75	\$ -	\$ -	\$ -	\$ -
Livescan Laptop with CS500e scanner	Santa Rosa Junior College	R81	Installed October 2013	\$ 1,012.96	\$ 1,043.35	\$ -	\$ -	\$ -	\$ -
Web ID Stations									
Web ID Laptop with BlueCheck and CSD300 stationary scanner	MADF Intake		Installed 7/1/2014	\$ 222.37	\$ 229.04				
Web ID Laptop with CSD450 Fingerprint Scanner	MADF Release		Installed 7/1/2014	\$ 471.24	\$ 485.38				
Web ID Laptop with CSD300 stationary scanner	NDCF Booking		Installed 7/1/2014						
Web ID Laptop with CSD300 stationary scanner	Juvenile Probation		Installed 7/1/2014						
CAFIS Workstations									
CAFIS Workstation with CardScan, Epson Scanner, and Lexmark printer	Main Office	VH4	Updated 2017	\$ 38,087.22	\$ 39,229.83	\$ 4,434.92	\$ 4,567.97	\$ 4,705.01	\$ 4,846.16
CAFIS Workstation with Epson Scanner and Xerox printer	Rohnert Park		Updated 2017			\$ 4,031.75	\$ 4,152.70	\$ 4,277.28	\$ 4,405.60
CAFIS Workstation with Epson Scanner and Xerox printer	Petaluma PD		Updated 2017			\$ 4,031.75	\$ 4,152.70	\$ 4,277.28	\$ 4,405.60
CAFIS Workstation with Epson Scanner and Xerox printer	Santa Rosa PD		Updated 2017			\$ 4,031.75	\$ 4,152.70	\$ 4,277.28	\$ 4,405.60
Mobile Ident II									
Working Mobile Ident II Devices (had 55, 9 failed, lost or returned to Cogent)	Various		Circa 2009/2010	\$ 18,963.18	EOL	\$ -	\$ -	\$ -	\$ -
BlueCheck									
BlueCheck I/II Devices	Various		Purchased 2013/2014	\$ 1,175.23	EOL	\$ -	\$ -	\$ -	\$ -
Servers									
PMA #1			Installed on 11/7/2014	\$ 20,488.63	\$ 21,103.29	\$ -	\$ -	\$ -	\$ -
PMA #2			Installed on 11/7/2014			\$ -	\$ -	\$ -	\$ -
CMS			Installed on 6/28/2013	\$ 11,871.87	\$ 12,228.02	\$ -	\$ -	\$ -	\$ -
TSM Backup Server			Installed on 5/22/2013	\$ 4,727.14	\$ 4,868.95	\$ -	\$ -	\$ -	\$ -
Overland Virtual Tape Library (VTL)			Installed on 5/22/2013	\$ 2,383.27	\$ 2,454.73	\$ -	\$ -	\$ -	\$ -
VTL Expansion Chassis			Installed on 11/7/2014	\$ 205.71	\$ 211.88	\$ -	\$ -	\$ -	\$ -
Web Server for mobile and latent gateway			Installed on 5/22/2013	\$ 4,389.48	\$ 4,521.17	\$ -	\$ -	\$ -	\$ -
Hitachi SAN			Installed 2018	\$ 6,246.57	\$ 6,433.97	\$ 6,626.99	\$ 6,825.80	\$ 7,030.57	\$ 7,241.49
Hitachi SAN Expansion			Installed 2018	\$ 532.70	\$ 548.69	\$ 565.15	\$ 582.10	\$ 599.56	\$ 617.55
Tape Backup Drive			Installed 3/26/2007	\$ 1,461.35	\$ 1,505.19	\$ -	\$ -	\$ -	\$ -
CAFIS			Installed 1/2017			\$ 24,346.83	\$ -	\$ -	\$ -
Workflow/Region/HI-Track			Installed 1/2017			\$ 18,522.18	\$ -	\$ -	\$ -
Cal-Photo			Installed 1/2017			\$ 4,630.55	\$ -	\$ -	\$ -
Web Server for Web ID, Web Archive			Installed 1/2017			\$ 4,796.51	\$ -	\$ -	\$ -
Child ID/Portable Livescan									
Child ID Laptop - CS500e Scanner, webcam	Sheriff Main	VE4	Installed on 12/4/2013	\$ 675.31	\$ 695.57	\$ -	\$ -	\$ -	\$ -
Child ID Laptop - CS500e Scanner, webcam	Sheriff Main	VK4	Installed on 12/4/2013	\$ 1,012.96	\$ 1,043.35	\$ -	\$ -	\$ -	\$ -
Child ID Laptop - CS500e Scanner, webcam	Rohnert Park	VG4	Installed on 12/4/2013	\$ 675.31	\$ 695.57	\$ -	\$ -	\$ -	\$ -
Child ID Laptop - CS500e Scanner, webcam	Petaluma PD	VF4	Installed on 12/4/2013	\$ 675.31	\$ 695.57	\$ -	\$ -	\$ -	\$ -
Portable Livescan Laptop - CS500e Scanner, webcam	Sheriff Main	VI4	Installed 2014	\$ 675.31	\$ 695.57	\$ -	\$ -	\$ -	\$ -
Total				\$ 190,791.24	\$ 179,598.02	\$ 76,018.37	\$ 24,433.98	\$ 25,167.00	\$ 25,922.01
Quarterly				\$ 47,697.81	\$ 44,899.50	\$ 19,004.59			

Equipment List and Pricing

Equipment Upgrade

Page 2

Upgrade - C1398 Maintenance							3%	3%	3%	
Livescan Booking Stations - Maintenance										
System Type	Location	Model	Monitor	Scanner	Camera	Printer	Year 2 (7/1/21 - 6/30/22)	Year 3 (7/1/22 - 6/30/23)	Year 4 (7/1/23 - 6/30/24)	Year 5 (7/1/23 - 6/30/24)
LiveScan w/DNA	Juvenile Probation	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	Warranty	\$ 3,449.10	\$ 3,552.57	\$ 3,659.15
LiveScan w/DNA	MADF BPR	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	Warranty	\$ 3,449.10	\$ 3,552.57	\$ 3,659.15
LiveScan	Healdsburg PD	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	Warranty	\$ 3,449.10	\$ 3,552.57	\$ 3,659.15
LiveScan	MADF Booking	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	Warranty	\$ 3,449.10	\$ 3,552.57	\$ 3,659.15
LiveScan	MADF Booking New	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	Warranty	\$ 3,449.10	\$ 3,552.57	\$ 3,659.15
LiveScan	Probation Court	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	Warranty	\$ 3,449.10	\$ 3,552.57	\$ 3,659.15
LiveScan	Sonoma PD	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	Warranty	\$ 3,449.10	\$ 3,552.57	\$ 3,659.15
LiveScan	NCDF	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	Warranty	\$ 3,449.10	\$ 3,552.57	\$ 3,659.15
LiveScan	Sebastopol PD	HP Desktop	HP 27q	LScan 1000	IP-PTZ	MS821dn	Warranty	\$ 3,449.10	\$ 3,552.57	\$ 3,659.15
LiveScan	Cotati PD	HP Desktop	HP 27q	LScan 1000		MS821dn	Warranty	\$ 2,699.10	\$ 2,780.07	\$ 2,863.48
LiveScan	Rohnert Park	HP Desktop	HP 27q	LScan 1000		MS821dn	Warranty	\$ 2,699.10	\$ 2,780.07	\$ 2,863.48
LiveScan	Cloverdale PD	HP Desktop	HP 27q	LScan 1000		MS821dn	Warranty	\$ 2,699.10	\$ 2,780.07	\$ 2,863.48
LiveScan	Santa Rosa PD	HP Desktop	HP 27q	LScan 1000		MS821dn	Warranty	\$ 2,699.10	\$ 2,780.07	\$ 2,863.48
LiveScan	MADF Training Area	Cabinet w/ HP Desktop	HP 27q	LScan 1001	IP-PTZ	MS821dn	Warranty	\$ 3,990.04	\$ 4,109.74	\$ 4,233.03
LiveScan	Main Office	HP Desktop	HP 27q	LScan 1000	IP-PTZ		Warranty	\$ 2,849.25	\$ 2,934.73	\$ 3,022.77
LiveScan	Petaluma PD	HP Desktop	HP 27q	LScan 1000	IP-PTZ		Warranty	\$ 2,849.25	\$ 2,934.73	\$ 3,022.77
LiveScan	MADF Release	HP Desktop	HP 27q	LScan 1000			Warranty	\$ 2,474.25	\$ 2,548.48	\$ 2,624.93
LiveScan	Sonoma State PD	HP Desktop	HP 27q	LScan 1000			Warranty	\$ 2,474.25	\$ 2,548.48	\$ 2,624.93
LiveScan w/DCD	Coroner's Office	HP Notebook		FAP 50		MS821dn	Warranty	\$ 990.79	\$ 1,020.51	\$ 1,051.13
LiveScan, Child ID	Sheriff Main	HP Notebook		CS500e	Webcam		Warranty	\$ 939.00	\$ 967.17	\$ 996.19
LiveScan	Santa Rosa JC	HP Notebook		CS500e			Warranty	\$ 821.25	\$ 845.89	\$ 871.26
Child ID	Petaluma PD	HP Notebook		CS500e	Webcam		Warranty	\$ 615.00	\$ 633.45	\$ 652.45
Web ID	MADF Intake	HP Notebook		CSD 450			Warranty	\$ 525.00	\$ 540.75	\$ 556.97
Web ID	MADF Release	HP Notebook		CSD 450			Warranty	\$ 525.00	\$ 540.75	\$ 556.97
Web ID	NCDF Booking	HP Notebook		CSD 450			Warranty	\$ 525.00	\$ 540.75	\$ 556.97
Web ID	Juvenile Probation	HP Notebook		CSD 450			Warranty	\$ 525.00	\$ 540.75	\$ 556.97
								\$61,941.38	\$63,799.59	\$65,713.61
AFIS Server Refresh and Virtualization - Maintenance										
							Year 2	Year 3	Year 4	Year 5
AFIS Server Hardware - Specified in SOW/BOM:										
PMA Matcher 1							Warranty	\$ 16,250.00	\$ 16,737.50	\$ 17,239.63
PMA Matcher 2							Warranty	\$ 16,250.00	\$ 16,737.50	\$ 17,239.63
Backup Server							Warranty	\$ 2,250.00	\$ 2,317.50	\$ 2,387.03
Hypervisor 2 Nodes							Warranty	\$ 5,400.00	\$ 5,562.00	\$ 5,728.86
Oracle 12c Database							Warranty	\$ 3,600.00	\$ 3,708.00	\$ 3,819.24
AFIS Related Software/License:										
CAFIS v6							Warranty	\$ 23,500.00	\$24,206.00	\$ 24,931.15
CMS							Warranty	\$ 7,210.00	\$ 7,426.30	\$ 7,649.09
Web Server							Warranty	\$ 2,200.00	\$ 2,266.00	\$ 2,333.98
Workflow							Warranty	\$ 1,750.00	\$ 1,802.50	\$ 1,856.58
Veeam							Warranty	\$ 1,545.00	\$ 1,591.35	\$ 1,639.09
VMWare							Warranty	\$ 5,200.00	\$ 5,356.00	\$ 5,516.68
McAfee							Warranty	\$ 2,100.00	\$ 2,163.00	\$ 2,227.89
Oracle							Warranty	\$ 8,125.00	\$8,368.75	\$ 8,619.81
Mobile:										
Credence Two-R Mobile Fingerprint Units (15)							Warranty	\$ 3,712.50	\$ 3,823.88	\$ 3,938.59
Software (MDM)							Warranty	\$ 2,983.50	\$ 3,073.01	\$ 3,165.20
								\$ 102,076.00	\$ 105,139.29	\$ 108,292.45

Page 2 (Continued)

Current Equipment (Page 1) that will continue after the upgrade:	\$ 76,018.37	\$ 24,433.98	\$ 25,167.00	\$ 24,922.01
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Upgrade sign-off projected for Q1 2021;	Total	\$ 76,018.37	\$ 188,451.36	\$ 194,105.88	\$ 198,928.07
Year 1 maintenance will be prorated based on sign-off date	Quarterly	\$ 19,004.59	\$ 47,112.84	\$ 48,526.22	\$ 49,982.01

In the event of upgrade modifications, maintenance costs will be subject to change

Year 1	\$ 179,598.00
5Y Total	\$ 838,100.66

Exhibit B
Insurance Requirements
(Template #7-Modified)

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor 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 Contractor 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. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any 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 satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. Contractor is responsible for any deductible or self-insured retention.
- c. Insurance shall be continued for one (1) year after completion of the Work.

- d. County of Sonoma shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under 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 be endorsed to include a written waiver of the insurer’s right to subrogate against County.
- h. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- i. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Contractor is responsible for any deductible or self-insured retention.
- 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 satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor 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. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.
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**

- c. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, within ten (10) days of renewal or replacement of the existing policy.

7. Contractor shall provide written notice if any of the required insurance policies are terminated and not replaced with another policy within ten (10) days of termination of the original policy.

8. Policy Obligations

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

9. Material Breach

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

