

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Thomas Gallaway Corporation dba Technologent with an address at 100 Spectrum Center Drive, Ste 700 Irvine, CA 92618 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Sean Boal at phone number (805)346-7248 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tom King at phone number (949)716-9500 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, email, or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Sean Boal, Department of Social Services
2125 S. Centerpointe Parkway, Santa Maria, CA 93455, FAX (805) 346-8366
Email: S.Boals@sbcsocialserv.org

To CONTRACTOR: Tom King ,Technologent
100 Spectrum Center Drive, Ste 700 Irvine, CA 92618
tom.king@technologent.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on October 25, 2019 and end performance upon completion, but no later than October 31, 2020 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in EXHIBIT A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. STATE ENERGY CONSERVATION PLAN

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

36. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 OR 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 376 and 31 U.S.C. 3321.)

37. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

38. DRUG FREE WORKPLACE

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

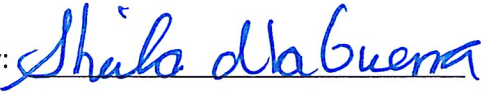
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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Thomas Gallaway Corporation dba Technologent**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

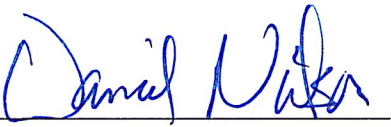
COUNTY OF SANTA BARBARA:

By: 
Greg Hart, Chair Board of Supervisors

Date: 1-14-20

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: 
Director

CONTRACTOR:

Thomas Gallaway Corporation dba Technologent

By: _____
Authorized Representative

Name: _____

Title: _____

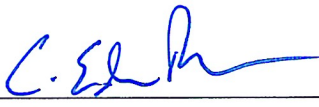
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Thomas Gallaway Corporation dba Technologent**.

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Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Greg Hart, Chair Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: _____
Director

CONTRACTOR:

Thomas Gallaway Corporation dba Technologent

By: _____ 12/19/19
Authorized Representative

Name: James Kuan

Title: General Counsel

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall provide the following post-warranty storage, server, and networking hardware maintenance services ("SERVICES") as a reseller of Park Place Technologies (PPT) and Dell EMC Pro Support Plus for Enterprise (Dell EMC). The pricing for SERVICES purchased by COUNTY is listed in EXHIBIT B. These SERVICES are required to maintain the proper functioning of the Information Technology Server and Storage Infrastructure System ("SYSTEM").

"Covered Components" shall mean hardware and/or software identified in the Covered Components List.

A. COUNTY SHALL:

1. Provide reasonable accessibility to the premises as required for CONTRACTOR personnel to perform SERVICES, and will make available to CONTRACTOR a reasonable amount of secure space for storage of such maintenance parts as CONTRACTOR deems reasonably necessary to affect repairs in accordance with this Statement of Work.

B. CONTRACTOR SHALL:

1. Provide SERVICES for extended parts coverage, including but not limited to faulty or defective parts identified under the Covered Components Lists, provided that the defect results from normal usage. COUNTY shall be entitled to a full replacement of the Covered Components and any replacement parts shall be new. CONTRACTOR shall, during the contract period, furnish all parts necessary to maintain listed Covered Components in good working order.
2. Provide SERVICES from PPT:
 - 1.1. For all items listed on the PPT COVERED COMPONENTS LIST.
 - 1.2. At this service level, CONTRACTOR shall provide:
 - 1.2.1. Next day response within 24 hours of when the call is placed or by automatic SYSTEM notification for a non-down SYSTEM event, Monday through Friday from 9:00 AM to 5:00 PM. (Down SYSTEM event shall mean SYSTEM is not functioning.)
 - 1.2.2. Initial phone-based diagnosis.
 - 1.2.3. Field Engineer on-site (when required) within 4 hours after COUNTY contact for down SYSTEM event.
 - 1.2.4. On-site dispatch of a Field Engineer and/or delivery of replacement parts to COUNTY.
2. Provide SERVICES from Dell EMC:
 - 2.1. For all items listed on the DELL EMC COVERED COMPONENTS LIST.
 - 2.2. At this service level, CONTRACTOR shall provide:
 - 2.2.1. Next day response within 24 hours of when the call is placed or automatic SYSTEM notification for a non-down SYSTEM event, 24 hours a day, 7 days a week.
 - 2.2.2. On site dispatch of a technician and/or delivery of replacement parts to COUNTY within 4 hours after COUNTY contact for down SYSTEM event.

PPT COVERED COMPONENTS LIST:

Description	Qty	Serial Number	Start Date	End Date
Location: Lompoc, CA				
ProLiant DL160 G6 5x9xNBD	1	USE938N5HG	10/25/2019	10/31/2020
ProLiant DL380 G6 Chassis 5x9xNBD	1	USE020N3NP	10/25/2019	10/31/2020
Location: Santa Barbara, CA				
ProLiant DL360 G5 4M Chassis 5x9xNBD	1	USE938N2M2	10/25/2019	10/31/2020
HP MSA70 Array 5x9xNBD	1	SGA9150091	10/25/2019	10/31/2020
HP MSA70 Array 5x9xNBD	1	SGA93501FZ	10/25/2019	10/31/2020
HP MSA70 Array 5x9xNBD	1	SGA83901SA	10/25/2019	10/31/2020
ProLiant DL360 G6 Rack Chassis 5x9xNBD	1	USE023NCLL	10/25/2019	10/31/2020
ProLiant DL380 G6 Chassis 5x9xNBD	1	USE020N3NQ	10/25/2019	10/31/2020
ProLiant DL380 G6 Chassis 5x9xNBD	1	USE022N34M	10/25/2019	10/31/2020
ProLiant DL380 G6 Chassis 5x9xNBD	1	USE250NXDV	10/25/2019	10/31/2020
ProLiant DL380 G6 Chassis 5x9xNBD	1	USE250NXE3	10/25/2019	10/31/2020
HP MSL4048 5x9xNBD	1	MXA018Z3FF	10/25/2019	10/31/2020
VNXe3100 2xSP DPE 12x3.5" DS 6x300GB SAS 7x24x4	1	APM00112004814	10/25/2019	10/31/2020
VNXe DAE 12x3.5" 7x24x4	2	Included	10/25/2019	10/31/2020
VNXe 2.0TB 7.2K 6Gb/s SAS 3.5" HDD 7x24x4	19	Included	10/25/2019	10/31/2020
VNXe 600GB 15K 6Gb/s SAS 3.5" HDD 7x24x4	11	Included	10/25/2019	10/31/2020
VNXe3100 2xSP DPE 12x3.5" DS 6x300GB SAS 7x24x4	1	APM00112004815	10/25/2019	10/31/2020
VNXe DAE 12x3.5" 7x24x4	2	Included	10/25/2019	10/31/2020
VNXe 2.0TB 7.2K 6Gb/s SAS 3.5" HDD 7x24x4	19	Included	10/25/2019	10/31/2020
VNXe 600GB 15K 6Gb/s SAS 3.5" HDD 7x24x4	11	Included	10/25/2019	10/31/2020
MSL4048 0-Drive Tape Library 7x24x4	1	MXA652Z0BK		
LTO-7 Drives- Labor and Technical support only Cus	1	MXA652Z0BK-C		

7x24x4 LTS				
ProLiant DL380 G9 24SFF Server 7x24x4	1	MXQ72100G4		
Location: Santa Maria, CA				
ProLiant DL380 G5 5x9xNBD	1	USE914N57G	10/25/2019	10/31/2020
ProLiant DL380 G5 5x9xNBD	1	USE938N803	10/25/2019	10/31/2020
ProLiant DL380 G5 5x9xNBD	1	USE020N66H	10/25/2019	10/31/2020
ProLiant DL380 G5 5x9xNBD	1	USE020N66G	10/25/2019	10/31/2020
ProLiant DL380 G5 5x9xNBD	1	USE020N66F	10/25/2019	10/31/2020
ProLiant DL380 G5 5x9xNBD	1	USE020N3NR	10/25/2019	10/31/2020
ProLiant DL380 G5 5x9xNBD	1	USE938N802	10/25/2019	10/31/2020
ProLiant DL380p Gen8 8-SFF Chassis 5x9xNBD	1	2M2423079G	10/25/2019	10/31/2020
ProLiant DL380p Gen8 8-SFF Chassis 5x9xNBD	1	2M2423079D	10/25/2019	10/31/2020
ProLiant DL380p Gen8 8-SFF Chassis 5x9xNBD	1	USE2268AKF	10/25/2019	10/31/2020
ProLiant DL380p Gen8 8-SFF Chassis 5x9xNBD	1	USE2246XA1	10/25/2019	10/31/2020
ProLiant DL380p Gen8 8-SFF Chassis 5x9xNBD	1	USE2268AKL	10/25/2019	10/31/2020
ProLiant DL380p Gen8 8-SFF Chassis 5x9xNBD	1	2M2423079F	10/25/2019	10/31/2020
ProLiant DL380p Gen8 8-SFF Chassis 5x9xNBD	1	2M2423079H	10/25/2019	10/31/2020
ProLiant DL380p Gen8 8-SFF Chassis 5x9xNBD	1	USE2246XAD	10/25/2019	10/31/2020
ProLiant DL380 Gen9 8SFF Server 5x9xNBD	1	USE519PJH8	10/25/2019	10/31/2020
ProLiant DL380 G9 24SFF Server 7x24x4	1	MXQ72100G5	3/17/2020	10/31/2020
HP MSL4048 5x9xNBD	1	MXA019Z0DW		

DELL EMC COVERED COMPONENTS LIST:

Description	Qty	Serial Number	Start Date	End Date
PN: VNX53D156015M Description: VNX5300 DPE, 15X3.5 DRIVES - 8X600G, 15K PROSUPPORT 4HR/MC HARDWARE SUPPORT	1	APM00133907022	11/1/2019	10/31/2020
PN: V2-DAE-R-25-A	1		11/1/2019	10/31/2020

Description: 25X2.5 IN 2U DAE FACTORY INSTALL PROSUPPORT 4HR/MC HARDWARE SUPPORT				
PN: V3-2S6F-100 Description: 2.5 IN 100GB 6GB SAS FLASH DRIVE PROSUPPORT 4HR/MC HARDWARE SUPPORT	14		11/1/2019	10/31/2020
PN: V3-VS07-020 Description: 2TB 7200RPM 6GB SAS DISK DRIVE PROSUPPORT 4HR/MC HARDWARE SUPPORT	41		11/1/2019	10/31/2020
PN: V3-VS15-600 Description: 600GB 15K SAS DISK DRIVE PROSUPPORT 4HR/MC HARDWARE SUPPORT	63		11/1/2019	10/31/2020
PN: V31-DAE-N-15 Description: 3U DAE WITH 15X3.5 INCH DRIVE SLOTS PROSUPPORT 4HR/MC HARDWARE SUPPORT	7		11/1/2019	10/31/2020
PN: VDMM1GCUAS Description: 1GBE DM MODULE 4 PORT FOR VNX5300 PROSUPPORT 4HR/MC HARDWARE SUPPORT	2		11/1/2019	10/31/2020
PN: VDMMXGTAS Description: VNX5300 10GBASE-T DM MODULE 2 PORT PROSUPPORT 4HR/MC HARDWARE SUPPORT	2		11/1/2019	10/31/2020
PN: VNX5300CS2M Description: VNX5300 2ND CONTROL STATION - MINI RACK PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VNX5300DMM Description: VNX5300 ADD ON DM+FC SLIC-MINI RCK PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VNXDMCBLD2S2S Description: VNX CABLE KIT FOR DPE+2 DM; 1 CS; 2 SPS PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VNXFCSFPS Description: ADDITIONAL 8 G FC SFP FOR VNX 51/53 PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VNXSPSAS Description: 2ND OPTIONAL SPS FOR VNX 51/53 PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VSPMXGI2CUAC Description: VNX 5300 2 PT 10GBASE-T ISCSI IO MOD PR	1		11/1/2019	10/31/2020

PROSUPPORT 4HR/MC HARDWARE SUPPORT				
PN: UNIU-V53 Description: UNISPHERE UNIFIED & VNX OE VNX5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	04THBA010023509	11/1/2019	10/31/2020
PN: FSTS-V53 Description: FAST SUITE FOR VNX5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	04TKAA020006167	11/1/2019	10/31/2020
PN: LPS-V53 Description: LOCAL PROTECTION SUITE FOR VNX5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	04TUA0100002550	11/1/2019	10/31/2020
PN: ADMNRP5300 Description: VNX MONITORING AND REPORTING-5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	977284832	11/1/2019	10/31/2020
PN: ADVP-V53 Description: ADV FILE LIC (NFS; MPFS & PNFS) FOR 5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1		11/1/2019	10/31/2020
PN: BASEP-V53 Description: BASE FILE LICENSE (CIFS/FTP) FOR VNX5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VNX53D156015M Description: VNX5300 DPE, 15X3.5 DRIVES - 8X600G, 15K PROSUPPORT 4HR/MC HARDWARE SUPPORT	1	APM00133907023	11/1/2019	10/31/2020
PN: V2-DAE-R-25-A Description: 25X2.5 IN 2U DAE FACTORY INSTALL PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: V3-2S6F-100 Description: 2.5 IN 100GB 6GB SAS FLASH DRIVE PROSUPPORT 4HR/MC HARDWARE SUPPORT	14		11/1/2019	10/31/2020
PN: V3-VS07-020 Description: 2TB 7200RPM 6GB SAS DISK DRIVE PROSUPPORT 4HR/MC HARDWARE SUPPORT	41		11/1/2019	10/31/2020
PN: V3-VS15-600 Description: 600GB 15K SAS DISK DRIVE PROSUPPORT 4HR/MC HARDWARE SUPPORT	63		11/1/2019	10/31/2020
PN: V31-DAE-N-15 Description: 3U DAE WITH 15X3.5 INCH DRIVE SLOTS PROSUPPORT 4HR/MC HARDWARE SUPPORT	7		11/1/2019	10/31/2020
PN: VDMM1GCUAS	2		11/1/2019	10/31/2020

Description: 1GBE DM MODULE 4 PORT FOR VNX5300 PROSUPPORT 4HR/MC HARDWARE SUPPORT				
PN: VDMMXGTAS Description: VNX5300 10GBASE-T DM MODULE 2 PORT PROSUPPORT 4HR/MC HARDWARE SUPPORT	2		11/1/2019	10/31/2020
PN: VNX5300CS2M Description: VNX5300 2ND CONTROL STATION - MINI RACK PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VNX5300DMM Description: VNX5300 ADD ON DM+FC SLIC-MINI RCK PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VNXDMCBLD2S2S Description: VNX CABLE KIT FOR DPE+2 DM; 1 CS; 2 SPS PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VNXFCSFPS Description: ADDITIONAL 8 G FC SFP FOR VNX 51/53 PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VNXSPSAS Description: 2ND OPTIONAL SPS FOR VNX 51/53 PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: VSPMXGI2CUAC Description: VNX 5300 2 PT 10GBASE-T ISCSI IO MOD PR PROSUPPORT 4HR/MC HARDWARE SUPPORT	1		11/1/2019	10/31/2020
PN: UNIU-V53 Description: UNISPHERE UNIFIED & VNX OE VNX5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	04THBA010023882	11/1/2019	10/31/2020
PN: FSTS-V53 Description: FAST SUITE FOR VNX5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	04TKAA020006313	11/1/2019	10/31/2020
PN: LPS-V53 Description: LOCAL PROTECTION SUITE FOR VNX5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	04TUA0100002549	11/1/2019	10/31/2020
PN: ADMNRP5300 Description: VNX MONITORING AND REPORTING-5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1	978234728	11/1/2019	10/31/2020
PN: ADVP-V53 Description: ADV FILE LIC (NFS; MPFS & PNFS) FOR 5300	1		11/1/2019	10/31/2020

PROSUPPORT 4HR/MC SOFTWARE SUPPORT				
PN: BASEP-V53 Description: BASE FILE LICENSE (CIFS/FTP) FOR VNX5300 PROSUPPORT 4HR/MC SOFTWARE SUPPORT	1		11/1/2019	10/31/2020
EMC Maintenance Renewal Contract Number: 310135509 Term: 10/15/2019 - 10/14/2020 Prior PO: BC#17-131				
PN: VNXB54DP25 Description: VNX5400 DPE 25X2.5" DRIVE SLOTS-EMC RA PREMIUM HARDWARE SUPPORT	1	APM00163529971	10/15/2019	10/31/2020
PN: FLV42S6F-200 Description: VNX 200GB FAST CACHE 25X2.5 DPE/DAE PREMIUM HARDWARE SUPPORT	5		10/15/2019	10/31/2020
PN: V-V4-201210 Description: VNX 1.2TB 10K VAULT 25X2.5 DPE/DAE PREMIUM HARDWARE SUPPORT	1		10/15/2019	10/31/2020
PN: V4-2S10-012 Description: VNX 1.2TB 10K SAS 25X2.5 DPE/DAE PREMIUM HARDWARE SUPPORT	32		10/15/2019	10/31/2020
PN: V4-2S10-012 Description: VNX 1.2TB 10K SAS 25X2.5 DPE/DAE PREMIUM HARDWARE SUPPORT	15		10/15/2019	10/31/2020
PN: V4-2S6FX-800 Description: VNX 800GB MLC SSD 25X2.5 DAE PREMIUM HARDWARE SUPPORT	11		10/15/2019	10/31/2020
PN: V4-2S6FX-800 Description: VNX 800GB MLC SSD 25X2.5 DAE PREMIUM HARDWARE SUPPORT	5		10/15/2019	10/31/2020
PN: V4-VS07-020 Description: VNX 2TB NL SAS 15X3.5 DAE PREMIUM HARDWARE SUPPORT	15		10/15/2019	10/31/2020
PN: V4-VS07-020 Description: VNX 2TB NL SAS 15X3.5 DAE PREMIUM HARDWARE SUPPORT	15		10/15/2019	10/31/2020
PN: V4-VS07-020 Description: VNX 2TB NL SAS 15X3.5 DAE PREMIUM HARDWARE SUPPORT	12		10/15/2019	10/31/2020
PN: VDMB1GCUA Description: VNXB 1GBASE-T DM MODULE 4 PORT PREMIUM HARDWARE SUPPORT	2		10/15/2019	10/31/2020

PN: VDMBMXG2TWA Description: VNXB 10GBE 2 OP MODULE (TWINAX) PREMIUM HARDWARE SUPPORT	2		10/15/2019	10/31/2020
PN: VNXB54DM Description: VNX5400 ADD ON DM+FC SLIC-EMC RACK PREMIUM HARDWARE SUPPORT	1		10/15/2019	10/31/2020
PN: VNXB54DME Description: VNX5400 DME: 1 DM+FC SLIC-EMC RACK PREMIUM HARDWARE SUPPORT	1		10/15/2019	10/31/2020
PN: VNXB6GSDAE15 Description: VNXB 15X3.5 6G SAS EXP DAE-EMC RACK PREMIUM HARDWARE SUPPORT	3		10/15/2019	10/31/2020
PN: VNXB6GSDAE25 Description: VNXB 25X2.5 6G SAS EXP DAE-EMC RACK PREMIUM HARDWARE SUPPORT	1		10/15/2019	10/31/2020
PN: VNXB6GSDAE25P Description: VNXB 25X2.5 6G SAS PRI DAE-EMC RACK PREMIUM HARDWARE SUPPORT	1		10/15/2019	10/31/2020
PN: VNXB6GSDAE25P Description: VNXB 25X2.5 6G SAS PRI DAE-EMC RACK PREMIUM HARDWARE SUPPORT	1		10/15/2019	10/31/2020
PN: VNXBCS2 Description: VNXB 2ND CONTROL STATION-EMC RACK PREMIUM HARDWARE SUPPORT	1		10/15/2019	10/31/2020
PN: VNXBRACK-40U Description: VNXB 40U RACK WITH FRONT PANEL PREMIUM HARDWARE SUPPORT	1		10/15/2019	10/31/2020
PN: VSPBM8GFFEA Description: VNXB 4 PORT 8G FC IO MODULE PAIR PREMIUM HARDWARE SUPPORT	1		10/15/2019	10/31/2020
PN: VNX5400-UNISF Description: VNX5400 UNISPHERE FILE SUITE=IC PREMIUM SOFTWARE SUPPORT	1	04UI01000019016	10/15/2019	10/31/2020
PN: VNXBOEPERFTB Description: VNX OE PERF TIER PER TB FOR VNX=IC PREMIUM SOFTWARE SUPPORT	73	985278300	10/15/2019	10/31/2020
PN: VNXBOECAPT Description: VNX OE CAPACITY TIER PER TB FOR VNX=IC PREMIUM SOFTWARE SUPPORT	84	985364171	10/15/2019	10/31/2020
PN: VNX5400-ESSPCK Description: VNX5400 SOFTWARE ESSENTIALS=IC PREMIUM SOFTWARE SUPPORT	1		10/15/2019	10/31/2020

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EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 111,171.46, which includes a contingency of \$13,081.78.

Contingency funds are reserved for payment of potential cost associated with recertification of equipment by Dell EMC for continued SERVICES.

- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Annually CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR shall submit invoices with sufficient documentation to demonstrate direct labor and non labor costs for which CONTRACTOR is requesting reimbursement and that those costs are compliant with the federal and state regulations applicable to the expenditure of funds for which CONTRACTOR claims reimbursement of incurred costs.

EXHIBIT C

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.