

# Attachment A

## CDW-G Agreement

## **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 CDW Government LLC, an Illinois limited liability company with an address at 230 N. Milwaukee Ave., Vernon Hills, IL. 60061 (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**

Jason Womack at phone number (805) 568-2651 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Christopher Anderson at phone number (847) 371-7149 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 or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Jason Womack, County of Santa Barbara, 105 E. Anapamu Street, Santa Barbara, CA, 93101

To CONTRACTOR: CDW Government, ATTN: Director Program Sales 230 N. Milwaukee Ave., Vernon Hills, IL. 60061 with a courtesy copy to ATTN: General Counsel.

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 (hereafter Services).

### **4. TERM**

CONTRACTOR shall commence performance on November 14, 2022, and end performance upon completion, but no later than November 15, 2023, 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.

NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY A PARTY HEREUNDER, THE ENTIRE LIABILITY OF SUCH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY COUNTY FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION UPON THE TYPES OF DAMAGES AND AMOUNTS OF LIABILITY SHALL NOT APPLY TO CONTRACTOR'S INDEMNITY OR ANY INDEMNITY OBLIGATIONS STATED IN THIS CONTRACT.

**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**

[Intentionally Omitted]

**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**

With respect to the matters considered herein, this Agreement contains the entire understanding and agreement of the parties hereto and there have been no promises, representations, agreements, warranties or undertakings by any of the parties hereto regarding the subject matter hereof, 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.



Agreement for Services of Independent Contractor between the **County of Santa Barbara** and CDW Government LLC.

**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

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Janette D. Pell  
General Services Department

**CONTRACTOR:**

CDW Government LLC

DocuSigned by:  
*Janette D. Pell*  
By: \_\_\_\_\_  
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Department Head

By:  \_\_\_\_\_  
Authorized Representative

Name: Dario Bertocchi

Title: Director, Program Sales

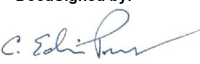
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
*Lauren Wideman*  
By: \_\_\_\_\_  
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Deputy County Counsel

DocuSigned by:  
  
By: \_\_\_\_\_  
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Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

DocuSigned by:  
*Greg Milligan*  
By: \_\_\_\_\_  
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Risk Management

## EXHIBIT A

### STATEMENT OF WORK

**1. SUMMARY.** Cisco Systems, Inc. ("Cisco") provides Smart Net Total Care (SNTC) Device Level Support services and onsite Field Services (collectively, the "Cisco Services"). CONTRACTOR is an authorized reseller of the Cisco Services pursuant to an Agreement by and between Cisco and CONTRACTOR ("Reseller Agreement").

**2. ACCESS AND USE.**

A. CONTRACTOR shall cause Cisco to provide to COUNTY the Cisco Services described in Attachments 1 through 5, attached hereto and incorporated herein by reference, including the documents listed immediately below (collectively, the "Service Terms").

1. Service Description of SMARTnet and SMARTnet On-Site
2. CDW Quote ("Quote")
3. Services and equipment detail spreadsheets for each of the following:

SNT	94923878
SNTP	203685301
C4P	93897785
ECMU	94923878

4. Cisco Smart Net Total Care Description (describing Cisco's Smart Net Total Care (SNTC) Device Level Support)
5. Cisco Onsite Field Services Description

True and correct copies of each of the documents comprising the Service Terms are attached hereto as Attachment 1 and incorporated herein by reference.

- B. All capitalized terms used but not defined elsewhere in this Agreement shall have the meanings ascribed to such terms in the Service Terms.
- C. COUNTY access and use of the Cisco Services are pursuant to the Service Terms.
- D. Notwithstanding the foregoing or any provision of this Agreement (including Exhibits and attachments hereto) to the contrary, in the event of conflict between (i) the provisions of this Agreement other than the Service Terms, and (ii) the provisions of any of the Service Terms, then the provisions of this Agreement other than the Service Terms shall control and prevail.

**3. SERVICE LEVELS AND SUPPORT.** The Cisco Services shall be made available and provided to COUNTY in accordance with the service levels specified in the Quote, as described in greater detail in the Service Terms. The following is a brief overview of the categories of Cisco Services:

Cisco SMARTnet extended service agreement (Mfg. Part#: CON-SNTP-1-5K) - SMARTnet 24x7x4Advance Replacement parts on four-hour response basis twenty-four (24) hours per day, seven days per week, including Cisco-observed holidays.

Cisco SMARTnet extended service agreement (Mfg. Part#: CON-SNT-1-500K) – SMARTnet 8x5xNext Business Day: An advance replacement will ship to arrive the next business day provided that Cisco's determination of Hardware

failure has been made before 3:00 p.m. Depot Time. If End-User makes a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.

Cisco SMARTnet Onsite – extended service agreement – on-site (Mfg. Part#: CON-OSP-1-10K) - SMARTnet On-Site 24x7x4: Four-hour response for Remedial Hardware Maintenance twenty-four (24) hours per day, seven (7) days per week including Cisco observed holidays.

## ATTACHMENT 1 to EXHIBIT A

### Service Description of SMARTnet and SMARTnet On-Site



#### Service Description of SMARTnet and SMARTnet On-site

This document describes the SMARTnet and SMARTnet On-site Cisco Services which you the "End-User" have purchased (and Cisco will be providing) either directly from Cisco or through a Cisco Authorized Channel. It should be read in conjunction with the following documents posted at [www.cisco.com/go/service-descriptions](http://www.cisco.com/go/service-descriptions): (i) the Glossary of Terms, (ii) the Priority and Escalation Guideline and (iii) the list of Services not covered. This document is for description purposes only. It is not a contract and does not create any rights or obligation for you or for Cisco. The contract, if any, governing the provision of Cisco Services shall be either: (a) the one signed by you and Cisco if you are purchasing the services directly from Cisco or (b) the one between you and the Cisco Authorized Channel.

#### SMARTnet

##### Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the [Cisco Severity and Escalation Guideline](#).
- Access to Cisco.com. This system provides End-User with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make available a Software patch from the Cisco.com Software Center ([www.cisco.com/software](http://www.cisco.com/software)) or ship a Maintenance Release to End-User for the Product experiencing the problem.
- Updates where available and where End-User requests these for supported Software.
- If a Feature Set Upgrade is licensed, End-User will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.

- Software releases and any supporting Documentation will be made available from the Cisco.com Software Center ([www.cisco.com/software](http://www.cisco.com/software)) or on physical media such as CDROM. Applicable supporting Documentation, if available, is limited to one copy per Software release. End-User can, however, purchase additional copies from Cisco.

#### Advance Replacement and On-Site Services

##### Cisco Responsibilities:

Cisco shall provide End-User with the Advance Replacement Services and/or On-site Services that End-User has selected and detailed in Parts I and II below and where available.

Advanced Replacement and On-Site Services are subject to geographic and weight restrictions depending upon End-User's location. End-User may check availability by accessing Cisco's Service Availability Matrix at: [http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca\\_sam\\_landing.cgi](http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca_sam_landing.cgi). Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at End-User's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage. Cisco will provide End-User with Advance Replacement(s) that are either new or equivalent to new.

#### Part I - Advance Replacement Services

- SMARTnet 8x5xNext Business Day: An Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If End-User make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.
- SMARTnet 8x5x4: Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If End-User make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.
- SMARTnet 24x7x4: Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per

## ATTACHMENT 2 to EXHIBIT A

### CDW Quote



Thank you for choosing CDW. We have received your quote.

Hardware    Software    Services    IT Solutions    Brands    Research Hub

## Review and Complete Purchase

PAT MILLER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NZXW360	10/5/2022	CIS SMARTNET	11313655	<b>\$223,556.96</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Cisco SMARTnet extended service agreement</a> Mfg. Part#: CON-SNTP-1-5K UNSPSC: 81111811 End Date 15-Nov-23	1	1504565	\$1,293.98	\$1,293.98
<a href="#">Cisco SMARTnet extended service agreement</a> Mfg. Part#: CON-SNT-1-500K UNSPSC: 81111812 End Date 15-Nov-23	1	1526110	\$215,464.98	\$215,464.98
<a href="#">Cisco SMARTnet Onsite - extended service agreement - on-site</a> Mfg. Part#: CON-OSP-1-10K UNSPSC: 81111811 End Date 15-Nov-23	1	1504513	\$6,798.00	\$6,798.00

<b>SUBTOTAL</b>	\$223,556.96
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$223,556.96</b>

PURCHASER BILLING INFO	DELIVER TO
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## ATTACHMENT 3 to EXHIBIT A Services and Equipment Detail Spreadsheets

**SMARTnet RENEWAL QUOTE FOR COUNTY OF SANTA BARBARA  
EFFECTIVE COVERAGE CO-TERMED THROUGH NOVEMBER 15, 2023**

**Please Note: This Quote is valid until October 27, 2022  
Quotes Generated On: October 18, 2022**

**CDW Proprietary and Confidential**

**CDW**  
Account Manager: Chris Anderson (N919)  
Prepared By: Trish Breen (KJB2)  
75 Tri-State International  
Litchfield, IL 60069  
(847) 371-7149 phone



Contract Type	Contract Number	Quote Number	Service Description	Annual Cost	Prorated Cost	Discounted Cost
SNIT	94923878	211957067	8x5xNext Business Day	\$ 234,408.36	\$ 215,464.98	\$ 215,464.98
SNTP	203695301	211957067	Premium 24x7x4	\$ 1,293.98	\$ 1,293.98	\$ 1,293.98
CAP	93897785	211957067	Onsite Premium 24x7x4	\$ 6,798.00	\$ 6,798.00	\$ 6,798.00
EOMU	94923878	211957067	EOMU	\$ -	\$ -	\$ -
<b>Total:</b>				\$ 242,500.34		<b>\$ 223,556.96</b>

**Multiple contracts will be consolidated upon processing of PO.**

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). This quote excludes sales tax (unless specifically stated).















SMARTWIRE RENEWAL QUOTE FOR COUNTY OF SANTA BARBARA  
 EFFECTIVE COVERAGE CO-TERMINED THROUGH NOVEMBER 30, 2022  
 Quote Number: 211987927  
 Contract Number: 152897763  
 Quote in amount 24074 (CAP)

Site ID#	Location	Item Name	Description	Service ID#	Service Number	Installment #	Begin Date	End Date	Annual Cost	Prorated Cost	Discount/Discounted Cost
20066108	SANTA BARBARA, CA	USFC-CO-03-M52	USFC0201M4 BFF 24HD W/O CPU,MMIO,PCIe/5,7/16	COH-03-CO-03-M52	COH-03-CO-03-M52	1	10-Nov-22	10-Nov-22	\$ 1,133.00	\$ 1,133.00	0%
20066108	SANTA BARBARA, CA	USFC-CO-03-M52	USFC0201M4 BFF 24HD W/O CPU,MMIO,PCIe/5,7/16	COH-03-CO-03-M52	COH-03-CO-03-M52	2	10-Nov-22	10-Nov-22	\$ 1,133.00	\$ 1,133.00	0%
20066108	SANTA BARBARA, CA	USFC-CO-03-M52	USFC0201M4 BFF 24HD W/O CPU,MMIO,PCIe/5,7/16	COH-03-CO-03-M52	COH-03-CO-03-M52	3	10-Nov-22	10-Nov-22	\$ 1,133.00	\$ 1,133.00	0%
20066108	SANTA BARBARA, CA	USFC-CO-03-M52	USFC0201M4 BFF 24HD W/O CPU,MMIO,PCIe/5,7/16	COH-03-CO-03-M52	COH-03-CO-03-M52	4	10-Nov-22	10-Nov-22	\$ 1,133.00	\$ 1,133.00	0%
20066108	SANTA BARBARA, CA	USFC-CO-03-M52	USFC0201M4 BFF 24HD W/O CPU,MMIO,PCIe/5,7/16	COH-03-CO-03-M52	COH-03-CO-03-M52	5	10-Nov-22	10-Nov-22	\$ 1,133.00	\$ 1,133.00	0%
20066108	SANTA BARBARA, CA	USFC-CO-03-M52	USFC0201M4 BFF 24HD W/O CPU,MMIO,PCIe/5,7/16	COH-03-CO-03-M52	COH-03-CO-03-M52	6	10-Nov-22	10-Nov-22	\$ 1,133.00	\$ 1,133.00	0%
<b>Total:</b>									\$ 6,798.00	\$ 6,798.00	0%

261.02 20066108 **24.0000** COUNTY OF SANTA BARBARA 107E ANAPRM UST, RM 403, SANTA BARBARA, CA 93101



## ATTACHMENT 4 to EXHIBIT A

### Cisco Smart Net Total Care Description (describing Cisco's Smart Net Total Care (SNTC) Device Level Support)



#### Cisco Smart Net Total Care

This document must be read in conjunction with [How Cisco Provides Services](#), which is incorporated into this document by reference.

This document describes Cisco's Smart Net Total Care (SNTC) Device Level Support:

- TAC.
- RMA (including Parts and Onsite options where available).
- Software Download (including Data Collection Tools and Smart Applications where available).
- Cisco.com (including Smart Enabled Portal where available).

#### Cisco Responsibilities

Cisco will provide the various Service described below as selected and detailed on the PO for which Cisco has been paid the appropriate fee.

##### Technical Support

- Cisco will provide access to TAC twenty-four (24) hours per day, seven (7) days per week.
  - Response times for Severity Levels 1 and 2 calls are within one (1) hour.
  - Response times for Severity Levels 3 and 4 calls:
    - During Business Hours - within one (1) hour.
    - Outside of Business Hours - within the Next Business Day during Business Hours.

##### Online Access

- Access to Cisco.com, which provides You with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Central library. Please note that access restrictions identified by Cisco may apply.
- Cisco Support Communities including access to SNTC Support Community and Smart Portal (where available). This is a web-based user interface to access Smart Net Total Care various reports, compiled through use of Smart capabilities.
- Self-service access to the Smart Portal (for access to SNTC reports), Smart Applications (to manage service entitlement and other features), and Collector Software (to collect information relating to installed Cisco Product configuration and inventory).

##### Software Download

- Operating system updates, work-around solutions, or patches to reported Software problems using reasonable commercial efforts. Cisco will either make a Software patch available from the Cisco Software Central ([www.cisco.com/go/software](http://www.cisco.com/go/software)) or provide a Maintenance Release to You for the Product experiencing the problem.
- Updates where available and where You request these for supported Software.
- Software releases and any supporting Documentation will be made available from the Cisco Software Central.

## ATTACHMENT 5 to EXHIBIT A

### Cisco Onsite Field Services Description



## Cisco Onsite Field Services Description

### Onsite Field Services

- **The Cisco Field Services (CFS) team consists of two parts:**
  - Cisco certified Field Engineer (FE): Provides onsite presence.
    - Cisco FEs hold the Cisco Certified Technician Certification and maintain technical training and certifications on Cisco's current Hardware via the Cisco E-Service Training Portal.
  - Cisco Virtual Internetworking Support Engineer (VISE) team: Provides remote support to the onsite FE.
    - Cisco VISE team is CCNA certified and above.

### Onsite Field Engineer Duties

- **The Cisco FE arrives within the contracted service level, e.g., 2-hour/4-hour/Next Calendar Day (NCD)/Next Business Day (NBD).**
  - The Customer can also opt to schedule the FE's arrival.
    - With 2-hour and 4-hour service levels:
      - The Customer can schedule FE arrivals any hour of the day/week.
    - With NCD and NBD service levels:
      - By default, the FE is scheduled to arrive at 5 p.m. on the day of part arrival (Exception: North America and European Union default FE arrival time is 3:30 p.m.).
      - If the Customer wants to schedule FE arrival, FEs are available for appointments between 9 a.m. – 5 p.m. beginning the day after part delivery.
      - A premium service contract is required for scheduling FE arrival before 9 a.m. or after 5 p.m.
- **Hardware replacement services consist of the following:**
  - The FE will install the replacement Hardware.
  - The CFS team will install the same Cisco IOS/firmware as previously installed on the original Hardware.
  - The CFS team will apply a Customer-provided configuration onto the replacement Hardware.
  - When applicable, the CFS team will facilitate customer software license transfers

Controlled Doc. EDCS-10673079 Ver: 1.0 Last Modified: Sun 07 Jun 2020 03:50:05 PDT  
CISCO PUBLIC. Onsite Field Engineer Description.docx

## 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 \$ **223,556.96**.
- 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.



## **EXHIBIT C Risk Management**

### **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 (collectively, "County Indemnitees") from and against any and all third party claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement de suffered or incurred by any COUNTY Indemnitee(s) for any costs or expenses (including but not limited to reasonable attorneys' fees) awarded by a court of competent jurisdiction and incurred by any COUNTY Indemnitee on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance which includes Cyber Liability Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. 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, apart from Workers' Compensation 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 the COUNTY.
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.
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 one (1) 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 one (1) 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.

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.

