

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the **County of Santa Barbara Sheriff's Office**, a political subdivision of the State of California (hereafter COUNTY) and **CompuWave Inc.** with an address at 1839 Knoll Dr. Ventura, CA 93003 (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

Sheriff Bill Brown at phone number (805) 681-4290 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Scott Rudolph at phone number (805) 469-4730 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:	Santa Barbara Sheriff's Office, 4434 Calle Real, Santa Barbara CA 93110
To CONTRACTOR:	Scott Rudolph, CompuWave Inc. 1839 Knoll Dr., Ventura CA 93003

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 20, 2021 and end performance upon completion, but no later than June 30, 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.

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. **BUSINESS ASSOCIATE**

The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement (BAA), attached hereto and incorporated herein by reference.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and CompuWave Inc.
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: Shule Diabona
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Bob Hill
Chair, Board of Supervisors

Date: 10.19.2021

RECOMMENDED FOR APPROVAL:

Santa Barbara Sheriff's Office

By: [Signature] 9/30/21
Department Head

CONTRACTOR:

CompuWave Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Rachel Van Mullem
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

//

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and CompuWave Inc.
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: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Santa Barbara Sheriff's Office

By:  9/30/21
Department Head

CONTRACTOR:

CompuWave Inc.

By: DocuSigned by:
Scott Rudolph
0674C466002E4D9...
Authorized Representative
Name: Scott Rudolph
Title: Account Executive

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: DocuSigned by:
Michelle Monter
126E3B8B27704A2...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by:
C. Schaffer
A09ED5BD71004FB...
Deputy

APPROVED AS TO FORM:

Risk Management

By: DocuSigned by:
Ray Aramatorio
D3DB8528E16E47F
Risk Management

EXHIBIT A

STATEMENT OF WORK

Scope of Services and Deliverables

CompuWave utilize Lenovo resources to provide services and deliverables for this Statement of Work, detailed below. Costs are quoted at fixed prices and cannot exceed this amount regardless of time required to complete the project. Both CompuWave and Lenovo will be available as well post completion to answer any questions or address any issues that may arise during the initial production period as the hardware goes into full use.

Project management will initially be a team effort, until such time a complete project timeline is finalized. At that time a project manager will be assigned and will be the main contact through project completion. A timeline and schedule will be determined once we have a hardware delivery date confirmed. At this time, due to industrywide component shortages, it may take some time for hardware to be manufactured and delivered, however CompuWave and Lenovo will work in tandem to expedite and keep everyone involved up to date as information becomes available.

1.0 Lenovo Scope of Services

Lenovo will provide Windows implementation services at two datacenter locations in the Santa Barbara County for the Sheriff's Office.

2.0 Services

2.1 Lenovo shall perform the following:

Lenovo will work collaboratively with the Customer to accomplish the following activities as part of the pre-deployment workstreams:

1. Lead and attend engagement preparation meetings to cover:
 - a. Review and seek approval for solution configuration settings of a six Primary MX node Microsoft Cluster, and a four DR MX node Microsoft Cluster plus a backup solution running on a five MX node Microsoft Cluster.
 - b. Assist with the pre-deployment worksheets of the Windows server population across the three Microsoft Clusters.
 - c. Coordinate hardware delivery, and resource schedules, facility access and support team responsibilities for pre/post deployment of the demo population.
 - d. Review and assess datacenter readiness with the Customer to ensure for both hardware installation and solution deployment workstreams, the Customer team and Customer datacenters are all ready for the arrival of the Lenovo team members.
 - e. Provide a timeline and schedule to project completion.
 - f. Assign a qualified team of Lenovo professionals and confirm their availability and expertise on the required server and software technologies.

Task 1 – Scope: Set up a six MX node Microsoft Cluster at the primary datacenter in Santa Barbara CA.

1. Perform hardware installation and cable connection of six MX servers.
2. Assess the hardware firmware levels on the MX servers, and if necessary, perform updates to the latest Lenovo best recipe.
3. Adjust system settings to enhance Microsoft Windows Server and Hyper-V performances.
4. Perform installation and configuration of Windows Operating System on the MX servers.
5. Configure network and storage on each server and establish the six-node cluster.

6. Perform validation steps and testing on the MX servers and Microsoft Cluster and show proof of successful completion via screen images or activity logs.
7. Provide post-deployment documentations of this six-node cluster environment to the Customer.

Task 2 – Scope: Set up a four MX node Microsoft Cluster at the secondary/DR datacenter in Santa Barbara CA.

1. Perform hardware installation and cable connection of four MX servers.
2. Assess the hardware firmware levels on the MX servers, and if necessary, perform updates to the latest Lenovo best recipe.
3. Adjust system settings to enhance Microsoft Windows Server and Hyper-V performances.
4. Perform installation and configuration of Windows Operating System on the MX servers.
5. Configure network and storage on each server and establish the four-node cluster.
6. Perform validation steps and testing on the MX servers and Microsoft Cluster and show proof of successful completion via screen images or activity logs.
8. Perform failover and failback validation and testing of the disaster recovery technologies between the Primary and DR sites and show proof of successful completion via screen images or activity logs.
7. Provide post-deployment documentations of this four-node cluster environment to the Customer.

Task 3 – Scope: Set up a Windows backup solution.

1. Perform hardware installation and cable connection of the backup server appliances.
2. Assess the hardware firmware levels on the server appliances, and if necessary, perform updates to the latest Lenovo best recipe.
3. Adjust settings to enhance Microsoft Windows 2019 performance.
4. Perform installation and configuration of Windows Operating System.
5. Configure and test dedicated backup network and storage inclusion of the backup appliances.
6. Perform validation steps and testing on this solution.
7. Provide post-deployment documentations.

Task 4 – Scope: Perform a trial/rehearsal for possible support and disaster recovery scenarios.

1. Perform trial Lenovo Tech Support for hardware failure.
2. Perform trial disaster recovery of critical SQL infrastructure.
3. Perform trial disaster recovery of critical virtual machine infrastructure.
4. Perform trial disaster recovery of full site loss.

Task 5 – Scope: System management with Lenovo xClarity Administrator.

1. Install and configure an instance of xClarity Administrator and bring all compatible endpoints into its management domain.
2. Automate major steady state procedures using xClarity Administrator.
3. Integrate xClarity Administrator with Microsoft Windows Admin Center and VMware vCenter server.

Task 6 – Scope: Microsoft Windows Admin Center knowledge transfer.

1. Provide knowledge transfer on administration and steady state operations tasks.
2. Provide knowledge transfer and establish Windows Admin Center integration with Azure Public on such features as Site Recovery and Security.

Task 7 – Scope: Microsoft System Center Virtual Machine knowledge transfer.

1. Provide knowledge transfer on administration and steady state operations tasks.
2. Provide knowledge transfer on software defined network, configuration and ongoing maintenance.

Task 8 – Scope: Physical/Virtual workload migration and conversion to the new Windows platform.

1. Assists with Windows workload to Windows platform transfer.

2. Assists with converting VMware workload to Windows platform transfer.

Task 9 – Scope: File data migration to new storage solution.

1. Perform file data migration using a robust and powerful migration tool, with migration cut over estimator and adjustable transfer schedule feature set.
2. Perform file data migration that transfer over both data and its access permissions from source to target platforms.
3. Provide end to end project management support during the data migration phase.

Task 10 – Scope: Steady state patch and update.

1. Provide continuous hardware firmware patch and update for 1 year.
2. Provide continuous Microsoft Windows hotfix and major build update for 1 year.

Task 11 – Scope: Knowledge transfer to Sheriff’s IT Team on the following subjects:

1. xClarity Administrator.
2. Lenovo hardware appliances and storage solutions.
3. Microsoft Windows S2D Cluster.
4. Microsoft System Center Virtual Machine Manager.
5. Microsoft Windows Admin Center.
6. Workload conversion and migration.
7. Disaster recovery scenarios.

Task 12 – Scope: Networking installation and configuration

1. Assists with the installation and configuration of the Cisco 48-Port Switches for this solution across the two datacenters.

Quotation (Open)

Quote # : 89243 1 rev of 1
 Modified Date: Aug 01, 2021 04:49 PM PDT
 Expiration Date: 09/30/2021
 Description: Bid 255131

Notes

Bid 255131 Complete Proposal. recommended configuration

CompuWave
 1839 Knoll Drive/93 Castilian Dr
 Ventura/Goleta, California 93003/93117
 United States
<http://www.compuwave.com>
 (P) 805-650-8808
 (F) 805-650-9644

Sales Associates

Preparer: Rudolph, Scott
 E-mail: srudolph@compuwave.com
 Phone: (805)650-8808 ext. 119
 Account Manager: Rudolph, Scott
 E-mail: srudolph@compuwave.com

Customer Contact

Holman, Nemie
nfh3573@sbsheriff.org
 (P) 805-641-4724

Customer PO:

Terms:

Nat 30 Days

Ship Via:

FedEx Ground

Special Instructions:

Carrier Account #:

The Products & Services You’ve Requested!

#	Description	Part #	Tax Qty	Unit Price	Total
1	ThinkAgile MX Certified Node - All Flash Primary Production Datacenter	7Z20S2C100	Yes 6	\$56,595.00	\$339,570.00

Note:

7Z20CTO2WW Primary DC Cluster : ThinkAgile MX Certified Node - All Flash 6
 B4E3 ThinkAgile MX Certified Node - All Flash 6
 BAZM Intel Xeon Gold 6240R 24C 165W 2.4GHz Processor 12
 B4LY ThinkSystem 16GB TruDDR4 2933 MHz (1Rx4 1.2V) RDIMM 144
 B91D ThinkSystem 2.5" PM1643a 7.68TB Entry SAS 12Gb Hot Swap SSD 108
 BCFR ThinkSystem U.2 Intel P5600 3.2TB Mainstream NVMe PCIe 4.0 x4 Hot Swap SSD 24
 AURC ThinkSystem SR550/SR590/SR650 x16/x8(or x16) PCIe FH Riser 2 Kit 6
 AUR3 ThinkSystem SR550/SR650 x16/x8 PCIe FH Riser 1 Kit 6
 AUAJ Mellanox ConnectX-4 Lx 10/25GbE SFP28 2-port PCIe Ethernet Adapter 6
 B0W2 5 Years 6
 B3XT XClarity 5 Year 6
 B919 ThinkSystem M.2 5300 480GB SATA 6Gbps Non-Hot Swap SSD 12
 AUPW ThinkSystem XClarity Controller Standard to Enterprise Upgrade 6
 AVWF ThinkSystem 1100W (230V/115V) Platinum Hot-Swap Power Supply 12
 6201 1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable 12
 AXCA ThinkSystem Toolless Slide Rail 6
 B4NL ThinkSystem SR650 Refresh MB 6
 AURA ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane 12
 AUR5 ThinkSystem 2U/Twr 2.5" AnyBay 8-Bay Backplane 6
 5977 Select Storage devices - no configured RAID required 6
 AUNL ThinkSystem 430-Bi SAS/SATA 12Gb HBA 18
 B7XZ Disable IPMI-over-LAN 6
 AUMV ThinkSystem M.2 with Mirroring Enablement Kit 6
 AUK7 TPM 2.0 and Secure Boot 6
 AURD ThinkSystem 2U let EIA Latch Standard 6
 AUTJ ThinkSystem common Intel Label 6
 AUSA Lenovo ThinkSystem M3.5" Screw for EIA 24
 AVJ2 ThinkSystem 4R CPU HS Clip 12
 AURP Lenovo ThinkSystem 2U 2FH Riser Bracket 6
 AUSU ThinkSystem Package for SR650 6
 B51V MX Badge 1 6
 B51W MX Series 2U Agency Label 2U 6
 B13M ThinkAgile EIA Plate 6
 B0ML Feature Enable TPM on MB 6
 AFFF ThinkSystem SR650 WW Lenovo LPK 6
 AUAK 2U Bracket for Mellanox ConnectX-4 Lx 2x25GbE SFP28 Adapter 6
 B7E5 MR customer specific - ROW 6
 AUSQ On Board to 2U 8x2.5" HDD BP NVMe Cable 6
 AUSH MS First 2U 8x2.5" HDD BP Cable Kit 6
 AUSM MS 2nd 2U 8x2.5" Cable Kit 12
 AUSG ThinkSystem SR650 6038 Fan module 6
 AUTQ ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5" 6
 AURR ThinkSystem M3.5 Screw for Riser 2x2pcs and Planar 5pcs 24
 AURY Lenovo ThinkSystem PHY Module Dummy 6
 AUT8 ThinkSystem 1100W RDN PSU Caution Label 6
 B31F ThinkSystem M.2 480GB SSD Thermal Kit 6
 AVEN ThinkSystem 1x1 2.5" HDD Filler 12
 AURQ Lenovo ThinkSystem 2U 3FH Riser Bracket 6
 B173 Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory 6
 AUTA XCC Network Access Label 6
 B13Q ThinkAgile 2U Service Label LI 6
 AWF9 ThinkSystem Response time Service Label LI 6
 AUSF Lenovo ThinkSystem 2U MS CPU Performance Heatsink 12
 AUTU ThinkSystem 4-7 NVMe sequence Label for 16x2.5"and 24x2.5" 6
 AUTY ThinkSystem 12-15 sequence Label for 24x2.5"Chassis 6
 A2HP Configuration ID 01 18
 5641PX5 XClarity Pro, Per Endpoint w/5 Yr SW S&S 6
 1341 Lenovo XClarity Pro, Per Managed Endpoint w/5 Yr SW S&S 6
 3444 Registration only 6
 5374CM1 Configuration Instruction 6
 AVE7 ThinkSystem 430-Bi SAS/SATA 12Gb HBA placement 6
 A2JX Controller 01 6
 A2HP Configuration ID 01 6
 5374CM1 Configuration Instruction 6
 AVE7 ThinkSystem 430-Bi SAS/SATA 12Gb HBA placement 6
 A2JZ Controller 03 6
 A2HP Configuration ID 01 6
 5374CM1 Configuration Instruction 6
 AVE7 ThinkSystem 430-Bi SAS/SATA 12Gb HBA placement 6
 A2JY Controller 02 6
 A2HP Configuration ID 01 6

2	Lenovo Advanced Service + YourDrive YourData + Premier Support Linked to Line #1 Extended service agreement - parts and labor - 5 years - on-site - 24x7 - response time: 2 h - for P/N: 7Z20CTO2WW	5PS7A8725B	No	6	\$3,695.00	\$22,170.00
3	ThinkAgile MX Certified Node - All Flash Disaster Recovery Site	7Z20S2C200	Yes	4	\$39,350.00	\$157,400.00

Note:

7220CTO2WW DR Cluster : ThinkAgile MX Certified Node - All Flash 4
 B4E3 ThinkAgile MX Certified Node - All Flash 4
 BA2M Intel Xeon Gold 6240R 24C 165W 2.4GHz Processor 8
 B4LY ThinkSystem 16GB TruDDR4 2933 MHz (1Rx4 1.2V) RDIMM 96
 B91D ThinkSystem 2.5" PM1643a 7.68TB Entry SAS 12Gb Hot Swap SSD 40
 BCFR ThinkSystem U.2 Intel P5600 3.2TB Mainstream NVMe PCIe 4.0 x4 Hot Swap SSD 16
 AURC ThinkSystem SR550/SR590/SR650 x16/x8(or x16) PCIe FH Riser 2 Kit 4
 AUR3 ThinkSystem SR550/SR650 x16/x8 PCIe FH Riser 1 Kit 4
 AUAJ Mellanox ConnectX-4 Lx 10/25GbE SFP28 2-port PCIe Ethernet Adapter 4
 B0W2 5 Years 4
 B3XT XClarity 5 Year 4
 B919 ThinkSystem M.2 5300 480GB SATA 6Gbps Non-Hot Swap SSD 8
 AUPW ThinkSystem XClarity Controller Standard to Enterprise Upgrade 4
 AVWF ThinkSystem 1100W (230V/115V) Platinum Hot-Swap Power Supply 8
 6201 1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable 8
 AXCA ThinkSystem Toolless Slide Rail 4
 B4NL ThinkSystem SR650 Refresh MB 4
 AURA ThinkSystem 2U/Twr 2.5" SATA/SAS 8-Bay Backplane 8
 AUR6 ThinkSystem 2U/Twr 2.5" AnyBay 8-Bay Backplane 4
 5977 Select Storage devices - no configured RAID required 4
 AUNL ThinkSystem 430-Bi SAS/SATA 12Gb HBA 12
 B7XZ Disable IPMI-over-LAN 4
 AUMV ThinkSystem M.2 with Mirroring Enablement Kit 4
 AUK7 TPM 2.0 and Secure Boot 4
 AURD ThinkSystem 2U left EIA Latch Standard 4
 AUTJ ThinkSystem common Intel Label 4
 AUSA Lenovo ThinkSystem M3.5" Screw for EIA 16
 AVJ2 ThinkSystem 4R CPU HS Clip 8
 AURP Lenovo ThinkSystem 2U 2FH Riser Bracket 4
 AUSU ThinkSystem Package for SR650 4
 B51V MX Badge 1 4
 B51W MX Series 2U Agency Label 2U 4
 B13M ThinkAgile EIA Plate 4
 B0ML Feature Enable TPM on MB 4
 AWWF ThinkSystem SR650 WW Lenovo LPK 4
 AUAK 2U Bracket for Mellanox ConnectX-4 Lx 2x25GbE SFP28 Adapter 4
 B7E5 MR customer specific - ROW 4
 AUSQ On Board to 2U 8x2.5" HDD 8P NVMe Cable 4
 AUSH MS First 2U 8x2.5" HDD BP Cable Kit 4
 AUSM MS 2nd 2U 8x2.5" Cable Kit 8
 AUSG ThinkSystem SR650 6038 Fan module 4
 AUTQ ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5" 4
 AURR ThinkSystem M3.5 Screw for Riser 2x2pcs and Planar 5pcs 16
 AURY Lenovo ThinkSystem PHY Module Dummy 4
 AUT8 ThinkSystem 1100W RDN PSU Caution Label 4
 B31F ThinkSystem M.2 480GB SSD Thermal Kit 4
 AVEP ThinkSystem 4x1 2.5" HDD Filler 4
 AVEN ThinkSystem 1x1 2.5" HDD Filler 24
 AURQ Lenovo ThinkSystem 2U 3FH Riser Bracket 4
 B173 Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory 4
 AUTA XCC Network Access Label 4
 B13Q ThinkAgile 2U Service Label LI 4
 AWF9 ThinkSystem Response time Service Label LI 4
 AUSF Lenovo ThinkSystem 2U MS CPU Performance Heatsink 8
 AUTU ThinkSystem 4-7 NVMe sequence Label for 16x2.5" and 24x2.5" 4
 AUTY ThinkSystem 12-15 sequence Label for 24x2.5" Chassis 4
 A2HP Configuration ID 01 12
 5641PX5 XClarity Pro, Per Endpoint w/5 Yr SW S&S 4
 1341 Lenovo XClarity Pro, Per Managed Endpoint w/5 Yr SW S&S 4
 3444 Registration only 4
 5374CM1 Configuration Instruction 4
 AVE7 ThinkSystem 430-Bi SAS/SATA 12Gb HBA placement 4
 A2JX Controller 01 4
 A2HP Configuration ID 01 4
 5374CM1 Configuration Instruction 4
 AVE7 ThinkSystem 430-Bi SAS/SATA 12Gb HBA placement 4
 A2J2 Controller 03 4
 A2HP Configuration ID 01 4
 5374CM1 Configuration Instruction 4
 AVE7 ThinkSystem 430-Bi SAS/SATA 12Gb HBA placement 4
 A2JY Controller 02 4
 A2HP Configuration ID 01 4

4	Lenovo Advanced Service + YourDrive YourData + Premier Support Linked to Line #3 Extended service agreement - parts and labor - 5 years - on-site - 24x7 - response time: 2 h - for P/N: 7220CTO2WW	5P57A87258	No	4	\$3,695.00	\$14,780.00
5	ThinkAgile MX Certified Node - Balanced Backup Solution MX Certified Node Technology	7220S2AP00	Yes	5	\$14,795.00	\$73,975.00

Note:

7Z2OCT01WW Backup Server Cluster : ThinkAgile MX Certified Node - Balanced 5
B4E2 ThinkAgile MX Certified Node - Hybrid 5
B4HQ Intel Xeon Silver 4215 6C 65W 2.5GHz Processor 10
B4H1 ThinkSystem 8GB TruDDR4 2933MHz (1Rx8 1.2V) RDIMM 120
B496 ThinkSystem 3.5" 14TB 7.2K SAS 12Gb Hot Swap 512e HDD 40
BCFJ ThinkSystem 3.5" Intel P5600 3.2TB Mainstream NVMe PCIe 4.0 x4 Hot Swap SSD 20
AUR3 ThinkSystem SR550/SR650 x16/x8 PCIe FH Riser 1 Kit 5
AURC ThinkSystem SR550/SR590/SR650 x16/x8(or x16) PCIe FH Riser 2 Kit 5
AUAJ Mellanox ConnectX-4 Lx 10/25GbE SFP28 2-port PCIe Ethernet Adapter 5
B0W2 5 Years 5
B3XT XClarity 5 Year 5
B919 ThinkSystem M.2 5300 480GB SATA 6Gbps Non-Hot Swap SSD 10
AUPW ThinkSystem XClarity Controller Standard to Enterprise Upgrade 5
AVWF ThinkSystem 1100W (230V/115V) Platinum Hot-Swap Power Supply 10
B201 1.5m, 10A/100-250V, C13 to IEC 320-C14 Rack Power Cable 10
AXCA ThinkSystem Toolless Slide Rail 5
B4NL ThinkSystem SR650 Refresh MB 5
AUR8 ThinkSystem 2U 3.5" AnyBay 12-Bay Backplane 5
5977 Select Storage devices - no configured RAID required 5
AUNM ThinkSystem 430-16i SAS/SATA 12Gb HBA 5
B7XZ Disable IPMI-over-LAN 5
AUMV ThinkSystem M.2 with Mirroring Enablement Kit 5
AUK7 TPM 2.0 and Secure Boot 5
AURD ThinkSystem 2U left EIA Latch Standard 5
AUTJ ThinkSystem common Intel Label 5
AURM ThinkSystem SR550/SR650/SR590 Right EIA Latch with FIO 5
AVJ2 ThinkSystem 4R CPU HS Clip 10
AUSU ThinkSystem Package for SR650 5
B51V MX Badge 1 5
B13M ThinkAgile EIA Plate 5
B51W MX Series 2U Agency Label 2U 5
B0ML Feature Enable TPM on MB 5
AWFF ThinkSystem SR650 WW Lenovo LFK 5
AUAK 2U Bracket for Mellanox ConnectX-4 Lx 2x25GbE SFP28 Adapter 5
B7E5 MR customer specific - ROW 5
AUSJ On Board to 12x3.5" HDD BP NVME Cable 5
AUWZ P-Switch to 10x2.5" HDD BP NVME Cable 5
AUSG ThinkSystem SR650 6038 Fan module 5
AURR ThinkSystem M3.5 Screw for Riser 2x2pcs and Planar 5pcs 20
AURY Lenovo ThinkSystem PHY Module Dummy 5
AUT8 ThinkSystem 1100W RDN PSU Caution Label 5
AUSA Lenovo ThinkSystem M3.5" Screw for EIA 40
ASFE Notice for Advanced Format 512e Hard Disk Drives 5
B31F ThinkSystem M.2 480GB SSD Thermal Kit 5
B173 Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory 5
AUTA XCC Network Access Label 5
B13Q ThinkAgile 2U Service Label LI 5
AWF9 ThinkSystem Response time Service Label LI 5
AUTQ ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5" 5
AUT6 ThinkSystem 12x3.5" 8-11 NVME HDD sequence Label 5
AUSE Lenovo ThinkSystem 2U CPU Entry Heatsink 10
AURQ Lenovo ThinkSystem 2U 3FH Riser Bracket 5
AURP Lenovo ThinkSystem 2U 2FH Riser Bracket 5
A2HP Configuration ID 01 5
5641PX5 XClarity Pro, Per Endpoint w/5 Yr SW S&S 5
1341 Lenovo XClarity Pro, Per Managed Endpoint w/5 Yr SW S&S 5
3444 Registration only 5
5374CM1 Configuration Instruction 5
AVE5 ThinkSystem 430-16i SAS/SATA 12Gb HBA placement 5
A2JX Controller 01 5
A2HP Configuration ID 01 5

6	Lenovo Advanced Service + YourDrive YourData + Premier Support. Linked to Line #5 Extended service agreement - parts and labor - 5 years - on-site - 24x7 - response time: 2 h - for P/N: 7Z20CT01WW	5PS7A87156	No 5	\$3,725.00	\$18,625.00
7	Lenovo Hardware Installation Installation - business hours - for ThinkSystem SR635 7Y99 Note: See scope of work for additional details	5AS7A82980	No 19	\$358.00	\$6,802.00
8	Lenovo Cluster Enablement. Linked to Line #7 Technical support - consulting - 1 day - on-site Note: See scope of work for additional details	49Y3780	No 26	\$2,795.00	\$72,670.00
9	Professional Service/Unit Remote/Local - North America. Linked to Line #7 Note: See scope of work for additional details	00Y3492	No 9	\$2,265.00	\$20,385.00
10	Cisco Nexus 93180YC-EX Switch - L3 - 48 x 1/10/25 Gigabit SFP+ + 6 x 40/100 Gigabit QSFP+ - rack-mountable	N9K- C93180YC- EX=	Yes 4	\$13,075.00	\$52,300.00
11	Cisco SMARTnet - 5 year service agreement Extended service agreement - replacement - 24x7 - - for P/N: N9K-C93180YC-EX, N9K-C93180YC-EX=, N9K-C93180YC-EX-RF, N9K-C93180YC-EX-WS	CON-SNT- 93180YCX	No 4	\$4,139.00	\$16,556.00

Subtotal: **\$795,233.00**
Tax (7.7500%): **\$48,301.49**
Shipping: **\$0.00**
Total: **\$843,534.49**

All prices are subject to change without notice. Supply subject to availability.

Terms and Conditions

All returns must be accompanied by original invoice and authorized RMA number

Santa Barbara Sheriff's Department (6814144)
Holman, Nemie
4434 Calle Real
Santa Barbara, CA 93110
United States
(P) 805-681-4100

Billing
Santa Barbara Sheriff's Department
Holman, Nemie
4434 Calle Real
Santa Barbara, CA 93110
United States
(P) 805-641-4724
nfh3573@sbsheriff.org

Shipping
Santa Barbara Sheriff's Department
4434 Calle Real
Santa Barbara, CA 93110
United States
(P) 805-681-4100

Quotation (Open / Expired)

Quote # : 91005 1 rev of 1

Modified Date: Aug 01, 2021 04:54 PM PDT

Expiration Date: 08/31/2021

Description: Bid 255131

Notes

Bid 255131. Optional service tokens for future support

CompuWave

1839 Knoll Drive/93 Castilian Dr

Ventura/Goleta, California 93003/93117

United States

<http://www.compuwave.com>

(P) 805-650-8808

(F) 805-650-9644

Sales Associates

Preparer: Rudolph, Scott

E-mail: srudolph@compuwave.com

Phone: (805)650-8808 ext. 119

Account Manager: Rudolph, Scott

E-mail: srudolph@compuwave.com

Customer Contact

Holman, Nemie

nfh3573@sbsheriff.org

(P) 805-641-4724

Customer PO:

Terms:

Ship Via:

Net 30 Days

FedEx Ground

Special Instructions:

Carrier Account #:

The Products & Services You've Requested!

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Lenovo Professional Services - 100 tokens	5MS7A99108	No	3	\$14,295.00	\$42,885.00

Subtotal: \$42,885.00
 Tax (7.7500%): \$0.00
 Shipping: \$0.00
Total: \$42,885.00

All prices are subject to change without notice. Supply subject to availability.

Terms and Conditions

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 United States
 (P) 805-681-4100

EXHIBIT B

PAYMENT ARRANGEMENTS

Compensation upon Completion (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **886,419.00**.
- 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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B1** 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.

Attachment B1 Schedule of Fees:

Service Description	Payment Due	Payments totaling
Hardware	Invoiced upon delivery	\$743,677.00
Implementation & Support Services	Invoiced upon completion	\$142,742.00
		\$886,419.00

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

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, his 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.

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 affect 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. **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.