

ATTACHMENT - A

Board Contract - SafeFleet-COBAN Technologies,
Inc.

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 **COBAN Technologies, Inc.** with an address at **9411 S. Sam Houston Parkway W. #300, Missouri City Texas 77489** (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) 681-4190** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Cindy Chang** at phone number **(281) 925-0460** 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:	Sheriff Bill Brown, P.O. Box 6427, Santa Barbara, California 93160-6427
To CONTRACTOR:	COBAN Technologies, Inc., 9411 S. Sam Houston Parkway W. #300, Missouri City, Texas 77489

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 **August 18, 2026** and end performance upon completion, but no later than **June 30, 2031** 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.

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. 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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **COBAN Technologies, 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

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Santa Barbara Sheriff's Office

CONTRACTOR:

COBAN Technologies, Inc.

By: Sheriff Bill Brown
Department Head

By: Cindy Chang
Authorized Representative

Name: Cindy Chang

Title: Director of Project Management

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Paul Lee
Deputy County Counsel

By: Shawna Jorgensen
Deputy

APPROVED AS TO FORM:

Risk Management

By: Marisa Kahn
Risk Management

EXHIBIT A
STATEMENT OF WORK



SAFE FLEET NEXUS STATEMENT OF WORK

Agency Created For: County of Santa Barbara

Agreement:

Purchase Order: TBD

Contract #: TBD

Date: April 21, 2026

VERSION HISTORY			
Version #	Date	Author	Key Differences
1.0 (Initial)	2/16/2026	Cindy H. Chang	Initial Draft
2.0	3/31/2026	Nemie Holman	Selection of EXHIBIT B - PAYMENT ARRANGEMENTS Compensation upon Completion (with attached Schedule of Fees) Deleted unused EXHIBIT B Options Added schedule of fees
2.5	4/20/2026	Nemie Holman	Edited per County Counsel recommendations

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[Training](#) Error! Bookmark not defined.

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I. Statement of Work

This SOW is subject to the SAFE FLEET Video & Telematics Products and Services Standard Terms and Conditions, as may be modified by SAFE FLEET from time to time, which are currently available at www.safefleet.net/v-and-t-general-terms (the "Ts&Cs"), and which are hereby incorporated into and made a part of this SOW, as well as, to the extent this SOW provides for any Technical Support or Subscription Services (in each case, as defined in the Support Terms) to be provided to COUNTY OF SANTA BARBARA, ("CLIENT"), the SAFE FLEET Maintenance Terms and Conditions, as may be modified by SAFE FLEET from time to time, which are currently available at www.safefleet.net/support-and-maintenance-terms (the "Support Terms"), and which are hereby incorporated into and made a part of this SOW to such extent. This SOW, together with the T&Cs and Support Terms, as well as any documents incorporated by reference therein or in this SOW, constitute the Parties' sole and exclusive agreement with respect to the matters set forth herein (the "Agreement").

In the event SAFE FLEET provides an SOW to the CLIENT, SAFE FLEET is solely responsible for performing the services as set forth in the SOW. Any services not defined or referenced in the SOW are considered out of scope and are not the responsibility of SAFE FLEET. If any modifications are required, the Parties must mutually agree to changes in scope in a written and signed Change Order as per the process described in the SOW. Agreed changes to the scope may result in an equitable fee adjustment or schedule when applicable.

All items listed as "assumptions" in this SOW, in addition to any other responsibilities or obligations of CLIENT outlined in this SOW, shall constitute obligations of CLIENT, and CLIENT shall be solely responsible for all of the same and will perform and comply with all of the same in an accurate and timely manner. This SOW, including all fees in connection herewith, is based on these requirements and assumptions. Without limiting any other provision of this SOW or the Ts&Cs, SAFE FLEET will have no liability for any delay in providing, or failure to provide, any goods or services to the extent caused by or arising out of CLIENT's delay in performing or failure to perform, any such obligations, and CLIENT acknowledges and agrees that any such delay or failure by CLIENT may necessitate additional work by SAFE FLEET, and that SAFE FLEET will have no obligation to perform any additional work except to the extent outlined in a mutually agreed change order, subject to mutually agreed changes in pricing and/or project timelines.

II. Project Objectives

The project's objective is to implement the SAFE FLEET NEXUS Solution to facilitate the CLIENT's capturing, transferring, retrieving, and archiving of digital videos. An International Association of Chiefs of Police (IACP) study found that departments adopting in-car video and body camera systems report an increase in successful prosecutions, a decrease in officer time in court, increased officer safety, better regulatory compliance, an adjunct tool for officer training in the field, a reduction in officer-involved liability claims and payouts, and more favorable community perception of officer interaction with the public.

Project Locations

Work shall be performed at the following locations:

Back Office Installation Location

[4434 Calle Real](#)
[Santa Barbara, CA 93110](#)

In-Car Installation Training / Installation Location

[To Be Determined Upon Project Kick Off](#)

Project Management Contact

CLIENT Project Manager Contact

[To Be Determined Upon Project Kick Off](#)

SAFE FLEET Project Manager Contact

[Cindy Chang / cindy.chang@safefleet.net](#)
[281-925-0460 \(Office\) / 713-240-0606 \(Cell\)](#)

Estimated Schedule:

YEAR -1		
QL-1014761	WLIC-00	- FOCUS H2 IN-CAR SYSTEM - PACKAGE 2 2 CAMERAS AND WIRELESS MICROPHONE Features: - 4.3" touchscreen monitor - GPS - Crash Sensor

		- Smart Power Module (SPM) w/ UPS - 16 GB internal Solid State OS drive - 128 GB internal Solid State Fail-Safe drive - 64 GB removable Thumb Drive - Internal 802.11 A/G/N/AC wireless card - Backseat wide-angle IR camera with built-in covert microphone - Front-facing HD low-profile color camera - Wireless microphone and receiver • MOUNTING • DUAL BAND ANTENNAS • QUICK IN-CAR HARDWARE DE-INSTALLATION - Remove current In-Car Video components from patrol vehicles - Vehicle main components are salvaged. Cables and wiring are disposed • IN-CAR INSTALLATION - Install new hardware components in patrol vehicles • BACK OFFICE SETUP PACKAGE-B Includes: Project Deployment, Multi-Platform On-Site/Remote Project Implementation - 4 Days remote and on-site project deployment - Back Office configurations and set up - Admin and User Training • NEXUS CLOUD SUBSCRIPTION-ICV DATA ONLY – 3 YEAR RETENTION, 10 % RETAINED - Focus In-Car System Warranty and Maintenance • CLOUD COURIER ANNUAL – Evidence Sharing via SafeFleet Azure Cloud Services - 100GB/unlimited downloads and exports (note: additional quantities can be purchased for additional storage)
YEAR - 2		
QL-1014765	WLIC-00	• NEXUS CLOUD SUBSCRIPTION-ICV DATA ONLY – 3 YEAR RETENTION, 10 % RETAINED - Focus In-Car System Warranty and Maintenance • CLOUD COURIER ANNUAL – Evidence Sharing via SafeFleet Azure Cloud Services - 100GB/unlimited downloads and exports (note: additional quantities can be purchased for additional storage)
YEAR - 3		
QL-1014764	WLIC-00	• NEXUS CLOUD SUBSCRIPTION-ICV DATA ONLY – 3 YEAR RETENTION, 10 % RETAINED - Focus In-Car System Warranty and Maintenance • CLOUD COURIER ANNUAL – Evidence Sharing via SafeFleet Azure Cloud Services - 100GB/unlimited downloads and exports (note: additional quantities can be purchased for additional storage)
YEAR - 4		
QL-1014763	WLIC-00	• NEXUS CLOUD SUBSCRIPTION-ICV DATA ONLY – 3 YEAR RETENTION, 10 % RETAINED - Focus In-Car System Warranty and Maintenance

		- CLOUD COURIER ANNUAL – Evidence Sharing via SafeFleet Azure Cloud Services - 100GB/unlimited downloads and exports (note: additional quantities can be purchased for additional storage)
YEAR - 5		
QL-1014762	WLIC-00	- NEXUS CLOUD SUBSCRIPTION-ICV DATA ONLY – 3 YEAR RETENTION, 10 % RETAINED - Focus In-Car System Warranty and Maintenance - CLOUD COURIER ANNUAL – Evidence Sharing via SafeFleet Azure Cloud Services - 100GB/unlimited downloads and exports (note: additional quantities can be purchased for additional storage)

III. Vehicle Hardware Deliverables – Vendor will supply the following hardware components to the Sheriff's Office

QL-1014769	FOCUS2-51-00	QTY: 75	FOCUS H2 IN-CAR SYSTEM - PACKAGE 2 2 CAMERAS AND WIRELESS MICROPHONE Features: - 4.3" touchscreen monitor - GPS - Crash Sensor - Smart Power Module (SPM) w/ UPS - 16 GB internal Solid State OS drive - 128 GB internal Solid State Fail-Safe drive - 64 GB removable Thumb Drive - Internal 802.11 A/G/N/AC wireless card - Backseat wide-angle IR camera with built-in covert microphone - Front-facing HD low-profile color camera - Wireless microphone and receiver
QL-1014770	MZZ-01	QTY: 75	MOUNTING For secure mounting within the vehicle
QL-1014771	SCOPT-27	QTY: 75	TWO DUAL BAND ANTENNAS (802.11 A/G/N/AC) For wireless upload to Access Point

IV. Service Deliverables

SAFE FLEET will assign a Project Manager who will provide the expertise to execute a successful video camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the CLIENT'S project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.

QL-1014772	CL-ICV-07	QTY: <u>70</u>	NEXUS CLOUD SUBSCRIPTION - DATA ONLY FOR ICV – PKG 7 (5-Year Subscription) - Software Right To Use license, - Software Maintenance and Technical Support Cloud Storage Service requires an analysis of the agency's usage, retention, and FOIA policies during contract negotiations. • 3-Year Retention, 10% Retained
QL-1014773	CCL1001Y	QTY: <u>01</u>	CLOUD COURIER Evidence sharing via Safe Fleet Azure Cloud Services 100GB / unlimited downloads and exports. Minimum 1-year term.

V. Solution Setup

If a CLIENT cannot support the IT requirements associated with the installation, SAFE FLEET reserves the right to charge the CLIENT for additional time associated with on-site work completed by a SAFE FLEET Employee.

QL-1014766	LSET-19	QTY: 02 (4-days/ea)	Back Office Setup Package (Remote & Onsite) Project Deployment, Multi-Platform On-Site/Remote Project Implementation: • Software Application Setup and Configuration -8-Days Remote and On-Site Project Deployment -User and Device Template -Video Retention Setup & Config -Admin & User Training (Train the Trainer) -User Manual and Training Materials
QL-1014767	LINST-01	QTY: 70	Installation – In-Car
QL-1014768	LINST-15	QTY: 70	Quick In-Car Hardware De-installation • Main components are salvaged. Cables and wiring are disposed

VI. Train the Trainer

Training will be provided for the CLIENT’S in-house trainer who can support the CLIENT’S training needs after SAFE FLEET has fulfilled its contract obligation.

Assumptions / Requirements

- CLIENT will provide training facilities (table, chairs for staff that will be trained)
- CLIENT will provide a PC projector and projector screen for the duration of the training.
- CLIENT will provide network connectivity and an electrical outlet in the training facility.
- CLIENT is to provide SAFE FLEET with a list of personnel attending the training.
-

Officer / End User Training will be provided and limited to 8 Trainers per session unless otherwise agreed by SAFE FLEET; each session is set at 2 hours duration

Administrator training will be provided and is typically around 4 hours. In addition to covering usage and functions, department policy (including video storage) and options (including triggering and pre-event) will also be configured. It is REQUIRED that the personnel who can determine these policies be present. Note that Administrator Training must be completed before Officer Training.

QTY: 01	Onsite Admin / Officer Training (Onsite) • Onsite Training for Agency Trainer / Instructor
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NEXUS Customer Subscription Agreement Additional Terms and Conditions

1. **Term.** This subscription is a five-year commitment by Customer, as follows: The Initial Term of this Agreement shall begin on the Effective Date (as defined below) and, unless renewed or earlier terminated as provided in this Agreement, shall expire on the fifth anniversary of the Service Start Date (as defined below). “Effective Date” shall mean the earliest to occur of the following: (a) the date on which this agreement becomes fully executed by both Parties, (b) the effective date of the Accompanying Agreement (if any), (c) Safe Fleet’s acceptance of a Customer Purchase Order for any of the Software Services set forth in this agreement, or (d) the Service Start Date (as defined below). “Service Start Date” means the date Safe Fleet first makes available to Customer any of the Software Services set forth in this agreement. The Parties may renew this Agreement for additional years upon execution of a new agreement or other written renewal executed by both Parties. New devices and services may require additional agreements and be subject to additional terms. Safe Fleet will not authorize, and will have no obligation to provide, any Services prior to the Effective Date.

2. **Storage.** Customer may store unlimited Customer Data in Customer’s cloud instance of the Software Services, provided that such Customer Data originates from a Safe Fleet in-car video system, Automated License Plate Reader (ALPR) solution, Safe Fleet body- worn camera, Safe Fleet Interview Room, or any other Safe Fleet authorized video/audio capture device (any of the foregoing, a “Safe Fleet Device”); and further provided that:

(a) if this agreement sets forth per-GB (or other unit of storage) pricing for storage, then Safe Fleet may invoice Customer at such rate for all storage used;

(b) if this agreement sets forth flat-fee pricing for storage, then Customer acknowledges and agrees that Safe Fleet’s ability to offer, and continue to offer during the Term, such pricing is conditioned on Customer transparently providing accurate and up-to-date information about Customer’s document retention policies and abiding by such policies during the Term; and, without limiting the foregoing:

(i) Customer will provide Safe Fleet a copy of its then-current document retention policy prior to signing this Agreement (the “Initial Policy”), which copy shall be complete, accurate, and up-to-date;

(ii) Customer will provide Safe Fleet a copy of any revised, updated, or otherwise modified version of its document retention policy (any of the foregoing, a “Revised Policy”) within 30 days of the effective date of such Revised Policy;

(iii) Customer will comply with each policy described in clauses 2(b)(i) and 2(b)(ii) at all times same is in effect during the Term;

(iv) If this agreement sets forth any storage cap or assumption, then Customer will not exceed same at any time during the Term;

(v) Customer will pay all Adjusted Fees (as defined below) within 30 days of receipt of invoice.

(vi) Customer will, within 30 days of Safe Fleet’s request, provide all information and records reasonably requested by Safe Fleet from time to time during the Term in order to assess Customer’s compliance with any of the foregoing in clauses 2(b)(i) through 2(b)(v) inclusive.

(vii) Safe Fleet may adjust the Fees payable in connection with this Agreement with 90 days’ notice --in an amount mutually agreed by the Parties, or, if the Parties do not mutually agree on such an amount within 30 days of Safe Fleet’s initial proposal to increase fees, then at the rate set forth above in this agreement

(or, if no such rate is stated, at Safe Fleet's then-current rate), if (x) Customer breaches any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, or (y) Safe Fleet in good faith determines that any Revised Policy may increase Customer data usage assumed by Safe Fleet based on the Initial Policy (any Fees adjusted as provided in this paragraph, the "Adjusted Fees"); and

(viii) Safe Fleet may suspend with 45 days' notice any or all Software Services (including, for clarity, Customer's access thereto) if Safe Fleet in good faith determines that Customer has breached any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, until such time as Safe Fleet in good faith determines that Customer has remedied same, and, for clarity, Safe Fleet will have no liability for failing to provide Software Services during such time; and

(ix) Safe Fleet may terminate this Agreement, in whole or in part, upon no less than 30 days' prior written notice if Customer breaches any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive.

(c) Safe Fleet may, in all cases, invoice Customer at the rate set forth above in this agreement (or, if no such rate is stated, Safe Fleet's then-current rate) for storage of any Customer Data that (i) did not originate from a Safe Fleet Device, or (ii) results from any full-shift recording policy or practice. Full-shift recording is not supported and is not included in the pricing offered herein; and

(d) Safe Fleet may place any or all Customer Data that Customer has not viewed or accessed for six months into archival storage; Customer Data in archival storage may not be immediately available to Customer and may take up to 24 hours to access.

3. Applicable Terms and Conditions. In addition to the Ts&Cs (currently available at www.safefleet.net/v-and-t-general-terms) and Warranty Documentation (currently available at www.safefleet.net/product-and-service-warranties) referenced elsewhere in this agreement, this agreement is subject to and governed by, and hereby incorporates as if fully set forth herein, the following:

(a) for all orders subject to these Additional Terms and Conditions, the Safe Fleet Law Enforcement Division Service Level, Support, and Maintenance Agreement (currently available at www.safefleet.net/support-and-maintenance-terms); and (b) to the extent this agreement sets forth any preventative maintenance services, the Safe Fleet Video & Telematics Preventative Maintenance Services Additional Terms & Conditions (currently available at www.safefleet.net/pmprogram-additional-terms). In addition, the Parties may by mutual written agreement, enter into one

or more Statements of Work hereunder setting forth further detail regarding Services to be provided pursuant to this Agreement; all such Statements of Work (if any) shall be subject to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

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 **\$693,502.82**
- 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**

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014769	FOCUS2-51-00	Focus H2 In-Car System	\$5225.00	75	**\$391,875.00
QL-1014770	MZZ-01	Mounting	\$0.00	75	\$0.00
QL-1014771	SCOPT-27	Two Dual Band Antennas (802.11 A/G/N/AC Wireless upload to AP	\$0.00	75	\$0.00
QL-1014773	CCL 100 1Y	Cloud Courier Annual	\$0.00	1	\$0.00
QL-1014767	LINST-01	Installation – In Car	\$550.00	70	\$38,500.00
QL-1014768	LINST-15	Quick In Car De-Install	\$195.00	70	\$13,650.00
QL-1014766	LSET-19	BackOffice Set Up (Package B)	\$4950.00	2	\$9,900.00
QL-1014774	CL-IVC-07	Nexus Cloud Subscription-IVC	\$660.00	70	\$46,200.00
QL-1004804	LDISC-01	DISCOUNT-Hardware	-\$21,792.50	1	-\$21,792.50
		SUBTOTAL			\$478,332.50
		**TAX (7.75%)			\$30,370.32
		SHIPPING (waived by vendor)			\$0.00

		TOTAL DUE YEAR -1			\$508,702.82
LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014775	CCL 100 1Y	Cloud Courier Annual	\$0.00	1	\$0.00
QL-1014774	CL-IVC-07-RY2	Nexus Cloud Subscription-IVC	\$660.00	70	\$46,200.00
		TOTAL DUE YEAR -2			\$46,200.00

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014775	CCL 100 1Y	Cloud Courier Annual	\$0.00	1	\$0.00
QL-1014774	CL-IVC-07-RY3	Nexus Cloud Subscription-IVC	\$660.00	70	\$46,200.00
		TOTAL DUE YEAR -3			\$46,200.00

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014775	CCL 100 1Y	Cloud Courier Annual	\$0.00	1	\$0.00
QL-1014774	CL-IVC-07-RY4	Nexus Cloud Subscription-IVC	\$660.00	70	\$46,200.00
		TOTAL DUE YEAR -4			\$46,200.00

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1014775	CCL 100 1Y	Cloud Courier Annual	\$0.00	1	\$0.00
QL-1014774	CL-IVC-07-RY5	Nexus Cloud Subscription-IVC	\$660.00	70	\$46,200.00
		TOTAL DUE YEAR -5			\$46,200.00

SUMMARY:

FIVE-YEAR CONTRACT TOTAL \$663,132.50
TAX (Hardware Only) \$30,370.32

TOTAL AMOUNT \$693,502.82

EXHIBIT C

Indemnification and Insurance Requirements (For Information Technology Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all third party 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.

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 appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. Cyber Liability Insurance: Cyber Liability Insurance, with limits not less than \$2,000,000 per

occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

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

B. Other Insurance Provisions

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

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

proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. Subcontractors – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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