

## **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 **DataWorks Plus LLC** with an address at **728 N. Pleasantburg Dr. Greenville, SC 29607** (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**

**Undersheriff Bernard Melekian** at phone number **805-681-4190** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Todd Pastorini, General Manager** at phone number **925-240-9010** 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:     **Undersheriff Bernard Melekian**  
                          **P.O. Box 6427, Santa Barbara, CA 93160-6427**

To CONTRACTOR: **General Manager Todd Pastorini**  
                          **DataWorks Plus, 728 N. Pleasantburg Dr. Greenville, SC 29607**

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 **September 30, 2016** and end performance upon completion, but no later than September 30, 2021, 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. 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.

#### **12. 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.

#### **13. 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.

#### **14. INDEMNIFICATION AND INSURANCE**

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

15. **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.

16. **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.

17. **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.

18. **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 non-appropriation 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 Non-appropriation 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.

**19. 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.

**20. 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.

**21. 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.

**22. TIME IS OF THE ESSENCE**

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

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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 **DataWorks Plus LLC**.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

**COUNTY OF SANTA BARBARA:**

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

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


**RECOMMENDED FOR APPROVAL:**

**Santa Barbara Sheriff's Office**  
**Bill Brown, Sheriff**

By:   
Department Head

**CONTRACTOR:**

**DataWorks Plus**  
**Todd Pastorini, General Manager**

By:   
Authorized Representative

Name: Todd Pastorini

Title: General Manager

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management





**EXHIBIT A  
STATEMENT OF WORK**

**Phase 1**  
*LiveScan Plus™ and NIST Manager Plus™ Store & Forward*

**Server Hardware Microsoft SQL Server Licenses to be provided by Santa Barbara County Sheriff's Department**

Interfaces/Services

- California DOJ for Submission and GTC Responses

Software

- NIST Manager Plus™ Store & Forward Server Edition  
*(Permanent storage of index and middle fingers for future matching)*
- GTC Transaction Controller Module with Unlimited user access
- Unlimited Web Client Access
- Installation & Training

Description	Unit Price	Quantity	Total
NIST Manager Plus™ Store & Forward Server Edition	\$10,000.00	1	\$10,000.00
GTC Transaction Controller Module	\$12,000.00	1	\$12,000.00
LiveScan Plus™ Centralized Services Manager	N/C	1	N/C
Unlimited Web Client Access	N/C	1	N/C
Installation & Training	\$2,000.00	1	\$2,000.00
Shipping is included			
One Year Warranty is included			
Sub-Total			\$24,000.00

LiveScan Plus Ten print/Palm Print & Digital PhotoManager (Existing Cabinet)

- |                               |                               |
|-------------------------------|-------------------------------|
| 1) Santa Barbara Main Jail #1 | 4) Santa Maria Jail           |
| 2) Santa Barbara Forensics    | 5) Santa Maria Forensics/ASB. |
| 3) Solvang Substation         |                               |

**Quantity 5 LiveScan Plus based on the CrossMatch 1000PX; each includes:**

- Dell Precision™ Workstation T5810
  - Intel® Xeon® Processor E5-1607 v3 (4C, 3.1GHz, 10M, 140W)
  - 8GB (2x4GB) 2133MHz DDR4 RDIMM ECC
  - Entry Level Quietkey Keyboard, PS/2, (No Hot Keys)
  - 512MB NVIDIA® Quadro® NVS 310 (2DP) (2DP-DVI adapter)
  - (2) 500 GB SATA IDE
  - Dell Mouse
  - 16XDVD+/-RW and 8X DVD, SATA
  - Dell Precision Tower 5810 425W TPM Chassis
  - 22" Touch Screen Monitor
  - Microsoft® Windows 7 Professional
  - Microsoft SQL Server 2014 Express
  - LiveScan Plus™ Client Edition
- LiveScan Plus™ 1000 DPI Fingerprint Scanner with Palm Print Capture
- Digital PhotoManager™ Client Edition License
- DataWorks Plus 12.0 Megapixel SLR Camera with manual zoom autofocus lens
  - Camera Controller Software Kit, Face Find Controller, and Quality Assurance
  - Remote Pan & Tilt
- 30 Minute 500 Watt UPS
- Includes options 1 & 2 of the CA DOJ DNATOT
- Symbol Barcode Reader
- DataWorks Plus Camera Mount & LED Lights
- Use Existing Cabinet
- Programmable Foot pedal
- Interface with JMS & Application Gateway Server
- Installation & Training

Description	Unit Price	Quantity	Total
Hardware	\$15,889.20	5	\$79,446.00
Software	\$4,110.80	5	\$20,554.00
Interface Customization	\$12,000.00	1	\$12,000.00
On-Site Installation & Training	\$2,000.00	5	\$10,000.00
Shipping is included			
One Year Warranty is included			
Sub-Total			\$122,000.00

**LiveScan Plus Ten print/Palm Print & Digital PhotoManager (New Cabinet)**

1) Santa Barbara Main Jail IRC #2

2) Inmate Services

**Quantity 2 LiveScan Plus based on the CrossMatch 1000PX, includes:**

- Dell Precision™ Workstation T5810:
  - Intel® Xeon® Processor E5-1607 v3 (4C, 3.1GHz, 10M, 140W)
  - 8GB (2x4GB) 2133MHz DDR4 RDIMM ECC
  - Entry Level Quietkey Keyboard, PS/2, (No Hot Keys)
  - 512MB NVIDIA® Quadro® NVS 310 (2DP) (2DP-DVI adapter)
  - (2) 500 GB SATA IDE
  - Dell Mouse
  - 16XDVD+/-RW and 8XDVD, SATA
  - Dell Precision Tower 5810 425W TPM Chassis
  - 22" Touch Screen Monitor
  - Microsoft® Windows 7 Professional
  - Microsoft SQL Server 2014 Express
- LiveScan Plus™ Client Edition
- LiveScan Plus™ 1000 DPI Fingerprint Scanner with Palm Print Capture
- Digital PhotoManager™ Client Edition License
- DataWorks Plus 12.0 Megapixel SLR Camera with manual zoom autofocus lens
  - Camera Controller Software Kit, Face Find Controller, and Quality Assurance
  - Remote Pan & Tilt
- 30 Minute 500 Watt UPS
- Includes options 1 & 2 of the CA DOJ DNATOT
- Symbol Barcode Reader
- DataWorks Plus Camera Mount & LED Lights
- DataWorks Plus Ruggedized Cabinet
- Programmable Foot pedal
- Interface with JMS & Application Gateway Server
- Installation & Training

Description	Unit Price	Quantity	Total
Hardware	\$18,889.20	2	\$37,778.40
Software	\$4,110.80	2	\$8,221.60
On-Site Installation & Training	\$2,000.00	2	\$4,000.00
Shipping is included			
One Year Warranty is included			
Sub-Total			\$50,000.00

**Portable LiveScan Plus Ten print/Palm Print & Digital PhotoManager**

Qty1 LiveScan Plus™ **Based on the CrossMatch 1000Px:**

- **Dell Latitude 15 5000 Series**
- Intel® Core™ i7-5600U Processor (Dual Core, 2.6 GHz, 4M cache, 15W, vPro™ Capable)
- 4.0GB, DDR3-1600MHz SDRAM, 1 DIMM
- Intel® HD Graphics 4000
- 500GB 7200rpm Hard Drive
- Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card
- Microsoft® Windows 7 Professional
- Dell Mouse
- 8X DVD
- 15.6" HD (1366x768), Anti-Glare LCD, Camera, WLAN/WWAN support
- Bluetooth
- Primary 4-cell 51W/HR Battery
- 90W A/C Adapter Microsoft SQL Server 2014 Express
- LiveScan Plus™ **Client Edition**
- **LiveScan Plus™ 1000 DPI**
- **Fingerprint Scanner With Palm Print Capture**
- **Digital PhotoManager™ Client Edition License**
- DataWorks Plus 12.0 Mega pixel SLR Camera with manual zoom autofocus lens
  - Camera Controller Software Kit, Face Find Controller, and Quality Assurance
  - Remote Pan & Tilt
- **Includes options 1 & 2 of the CA DOJ DNATOT**
- **Symbol Barcode Reader**
- **Deluxe Tripod, portable 18% gray backdrop, & LED Lights with a tripod stand**
- **Pelican Carrying case for all components**
- **Programmable Foot pedal**
- **Interface with JMS & Application Gateway Server**
- **Installation & Training**

Description	Unit Price	Quantity	Total
Hardware	\$14,389.20	1	\$14,389.20
Software	\$4,110.80	1	\$4,110.80
On-Site Installation & Training	\$2,000.00	1	\$2,000.00
Shipping is included			
One Year Warranty is included			
Sub-Total			\$20,500.00

## Spares

- 1 Touch Screen Monitor
- 1 Keyboard
- 1 Mouse
- 1 Barcode Scanner
- 1 Fingerprint Scanner with Power Supply and Data Cable
- 1 UPS with Battery
- 1 DataWorks Plus 12.0 Megapixel SLR Camera with manual zoom autofocus lens, power supply, and Pan & Tilt

Description	Unit Price	Quantity	Total
Hardware for the Spares	\$12,502.80	1	\$12,502.80
One Year Warranty is included			
Sub-Total			\$12,502.80

## Phase 1 Pricing Summary

Description	Unit Price	Quantity	Total
NIST Manager Plus™ Store & Forward Server Edition	\$10,000.00	1	\$10,000.00
GTC Transaction Controller Module	\$12,000.00	1	\$12,000.00
LiveScan Plus™ Centralized Services Manager	N/C	1	N/C
Unlimited Web Client Access	N/C	1	N/C
Installation & Training	\$2,000.00	1	\$2,000.00
5 Standard LiveScan Plus™ (Use Existing Cabinet)			
Hardware	\$15,889.20	5	\$79,446.00
Software	\$4,110.80	5	\$20,554.00
Interface Customization	\$12,000.00	1	\$12,000.00
On-Site Installation & Training	\$2,000.00	5	\$10,000.00
2 LiveScan Plus™ (New Cabinet)			
Hardware	\$18,889.20	2	\$37,778.40
Software	\$4,110.80	2	\$8,221.60
On-Site Installation & Training	\$2,000.00	2	\$4,000.00
1 LiveScan Plus™ (Portable)			
Hardware	\$14,389.20	1	\$14,389.20
Software	\$4,110.80	1	\$4,110.80
On-Site Installation & Training	\$2,000.00	1	\$2,000.00
Spares			
Hardware for the Spares	\$12,502.80	1	12,502.80
Phase 1 Grand Total			\$229,002.80
Maintenance after first year warranty			\$32,060.40
Phase 1 Grand Total with 5 years total maintenance			\$357,244.40

## Phase 2 RAPID-ID

### Interfaces/Services

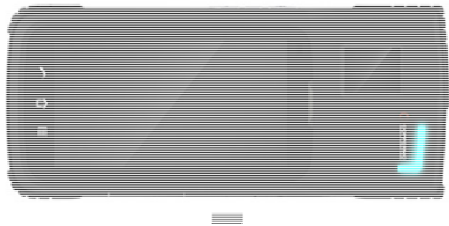
- California DOJ for Mobile ID Transactions & RISC Responses

### Software

- DataWorks Plus RAPID-ID Transaction Controller Module
- DataWorks Plus RAPID-ID Reporting Module
- Installation & Training

### Mobile ID Devices

#### **Includes Software**

<p style="text-align: center;">Coppernic C-One e-ID All in One with FAP 30 Image Sensor, Camera, Bluetooth, Wi-Fi, &amp; Cell Service Capable FAP 30</p>		<p>Unit 1 \$2,600.00</p>
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<sup>1</sup>Customer to provide all cellular, broadband, and/or network connections. Products include a one year warranty.

### Biometric Login Verification Provides Additional Security

The Biometric Login as proposed includes installation services, matching engine, and user interface.

Our BioLogin for the RAPID-ID system includes the ability for Biometric Login user verification. This grants Santa Barbara County security in addition to the standard username and password authentication methods typically available. Users will be able to authenticate themselves by pressing their own thumbprint or fingerprint onto their device to verify that they are authorized enrolled users before the RAPID-ID application will function. This further ensures that the system is protected from unauthorized access or use.

#### **Includes:**

- Installation
- Integration
- Testing and validation of scripts, matching engine and user interface.

**Phase 2 Price Summary**

Description	Unit Price	Quantity	Total
RAPID-ID Transaction & Reporting Software	\$20,000.00	1	\$20,000.00
DOJ & RISC Interface Customization	\$5,000.00	1	\$5,000.00
On-Site Installation & Training	\$3,000.00	1	\$3,000.00
Coppernic Device	\$2,600.00	28	\$72,800.00
Biometric Login Verification	\$18,000.00	1	\$18,000.00
Shipping is included			
One Year Warranty is included			
Sub-Total			\$118,800.00
Maintenance after first year warranty	\$14,742.00	4	\$58,968.00
RAPID-ID Grand Total with 5 years total maintenance			\$177,768.00



# Phase 3

## *Digital PhotoManager, FACE Plus, & Tattoo Plus*

### Server Hardware Microsoft SQL Server Licenses to be provided by Santa Barbara County Sheriff's Department

#### Interfaces/Services

- Mugshot Database conversion (Customer to provide in open format)

#### Software

- Digital PhotoManager™ Server Edition
- Digital PhotoManager™ Warm standby Server
- WebWorks™ Server Edition
- WebWorks Plus™ for 5 Concurrent Users
- WebWorks Express™ for 25 Concurrent users
- Installation & Training

#### Facial Recognition Server

The Facial recognition client is automatically integrated with WebWorks Plus™ of the Digital PhotoManager™ system.

- **PowerEdge R630 Rack Version for Facial Recognition**
  - (2) Intel® Xeon® E5-2683 v3 2.0GHz, 35M Cache, 9.60GT/s QPI, Turbo, HT, 14C/28T (120W) Max Mem 2133MHz
  - 32GB RDIMM, 2133MT/s, Dual Rank, x4 Data Width
  - (2) 400GB Solid State Drive SATA Mix Use MLC 6Gbps 2.5in Hot-plug Drive
  - Broadcom 5720 QP 1Gb Network Daughter Card
  - DVD-ROM
  - Keyboard and Mouse
  - Windows Server®2012, Standard x64, Incl Hyper-V™, Incl 5 CALs
  - No Monitor
  - Additional Riser with x16 PCIe Slot for x8, 2 PCIe Chassis with 2 Processors
  - Software Raid

### Tattoo Matching Server

The Tattoo recognition client is automatically integrated with WebWorks Plus™ of the Digital PhotoManager™ system.

- PowerEdge R630 Rack Version for Tattoo Recognition
  - (2) Intel® Xeon® E5-2683 v3 2.0GHz, 35M Cache, 9.60GT/s QPI, Turbo, HT, 14C/28T (120W) Max Mem 2133MHz
  - 32GB RDIMM, 2133MT/s, Dual Rank, x4 Data Width
  - (2) 400GB Solid State Drive SATA Mix Use MLC 6Gbps 2.5in Hot-plug Drive
  - Broadcom 5720 QP 1Gb Network Daughter Card
  - DVD-ROM
  - Keyboard and Mouse
  - Windows Server®2012, Standard x64, Incl Hyper-V™, Incl 5 CALs [
  - No Monitor
  - Additional Riser with x16 PCIe Slot for x8, 2 PCIe Chassis with 2 Processors
  - Software Raid

### Tattoo Matching Software– which includes

- **Tattoo Plus Server Edition** engine to search and store up to selected image templates
- Installation & Training

<b>Server Price</b>	<b>\$ 9,950.00</b>
<b>Software Price for 75,000 Image Templates</b>	<b>\$ 15,000.00</b>
<b>Installation &amp; Training</b>	<b>\$5,000.00</b>
<b>System Total</b>	<b>\$29,950.00</b>
<b>One year Warranty</b>	<b>Included</b>
<b>4 Years Maintenance</b>	<b>\$16,772.00</b>
<b>Grand Total with 5 years Maintenance</b>	<b>\$46,722.00</b>

### JIMS Authentication Service

DataWorks Plus will add the following ability to the Digital PhotoManager™ web server. Users to the server will be provided a login page. The login they will use will be their CADDOJ username and password. DataWorks Plus will authenticate all users that access this server through this method. Santa Barbara County Sheriff's Department will need to provide us network connectivity to the DOJ authentication site.

<b>Price</b>	<b>\$9,000.00</b>
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### California Facial Recognition Interconnect Service

Participation connection fee to tie into the CAFRI system to share facial recognition with what is currently Los Angeles, Riverside, San Bernardino, and San Francisco's facial engines.

<b>Price</b>	<b>\$7,500.00</b>
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### Phase 3 Price Summary

Description	Unit Price	Quantity	Total
Hardware for FR Server	\$10,250.00	1	\$10,250.00
Digital PhotoManager™ Server Edition	\$12,000.00	1	\$12,000.00
Digital PhotoManager™ Warm standby Server	\$3,000.00	1	\$3,000.00
WebWorks™ Server Edition	\$1,500.00	1	\$1,500.00
WebWorks Plus™ for 5 Concurrent Users	\$20,000.00	1	\$20,000.00
WebWorks Express™ for 25 Concurrent users	\$7,500.00	1	\$7,500.00
Face Plus Server Edition to search and store up to 250,000 image templates (NEC Engine)	\$106,000.00	1	\$106,000.00
Facial Case Manager for One Station Includes Pose Correction	\$15,000.00	1	\$15,000.00
Mugshot Database Conversion	\$8,500.00	1	\$8,500.00
On-Site Installation & Training	\$4,000.00	1	\$4,000.00
Hardware for Tattoo Server	\$9,950.00	1	\$9,950.00
Tattoo Plus for 75,000 images	\$15,000.00	1	\$15,000.00
Installation & Training	\$5,000.00	1	\$5,000.00
JIMS Authentication service	\$9,000.00	1	\$9,000.00
CAFRI Participation setup fee	\$7,500.00	1	\$7,500.00
Shipping is included			
One Year Warranty is included			
Sub-Total			\$234,200.00
Maintenance after first year warranty	\$30,478.00	4	\$121,912.00
Mugshot Grand Total with 5 years total maintenance			\$356,112.00

## Maintenance and Support Agreement

### **24X7 HARDWARE & SOFTWARE SUPPORT:**

- Overnight Shipping for Defective Hardware with Remote Installation Assistance
- On Site Support as needed
- 24X7 Telephone Support: 2 Hour Response
- Remote Dial-in Analysis
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating Systems
- Free yearly account call review upon request

### **Phase One – LiveScan Plus™ and NIST Manager Plus™ Store & Forward:**

*Warranty will begin at system acceptance.*

### **System Hardware:**

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Seven (7) Dell Precision T5810 Workstations

- Intel® Xeon® Processor E5-1607 v3 (4C, 3.1GHz, 10M, 140W)
  - 8GB (2x4GB) 2133MHz DDR4 RDIMM ECC
  - Entry Level Quietkey Keyboard, PS/2, (No Hot Keys)
  - 512MB NVIDIA® Quadro® NVS 310 (2DP) (2DP-DVI adapter)
  - (2) 500 GB SATA IDE
  - Dell Mouse
  - 16XDVD+/-RW and 8X DVD, SATA
  - Dell Precision Tower 5810 425W TPM Chassis
  - Microsoft® Windows 7 Professional
  - Microsoft SQL Server 2014 Express
- One (1) Dell Latitude 15 5000 Series
- Intel® Core™ i7-5600U Processor (Dual Core, 2.6 GHz, 4M cache, 15W, vPro™ Capable)
  - 4.0GB, DDR3-1600MHz SDRAM, 1 DIMM
  - Intel® HD Graphics 4000
  - 500GB 7200rpm Hard Drive
  - Intel® Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card
  - Microsoft® Windows 7 Professional
  - Dell Mouse
  - 8X DVD
  - 15.6" HD (1366x768), Anti-Glare LCD, Camera, WLAN/WWAN support
  - Bluetooth
  - Primary 4-cell 51W/HR Battery
  - 90W A/C Adapter Microsoft SQL Server 2014 Express
- Seven (7) 22" Monitors
- Eight (8) LiveScan Plus™ 1000DPI Fingerprint Scanners
- Eight (8) DataWorks Plus 12.0 Megapixel SLR Cameras
- Seven (7) 30 minute 500 Watt UPS
- Eight (8) Symbol Barcode Readers

### **Spare Hardware:**

- One (1) Touch Screen Monitor
- One (1) Keyboard
- One (1) Mouse
- One (1) Barcode Scanner
- One (1) Fingerprint Scanner
- One (1) UPS
- One (1) DataWorks Plus 12.0 Megapixel SLR Camera

**System Software/Interfaces:**

NIST Manager Plus™ Store & Forward Server Edition  
GTC Transaction Controller Module  
California DOJ for Submission and GTC Responses  
LiveScan Plus™ Client Edition  
Digital PhotoManager™ Client Edition  
Interface with JMS & Application Gateway Server

**Phase Two – RAPID-ID:**

*Warranty will begin at system acceptance.*

**System Hardware:**

Twenty-eight (28) Copernic C-One e-ID All in One Devices

**System Software/Interfaces:**

California DOJ for Mobile ID Transactions & RISC Responses  
DataWorks Plus RAPID-ID Transaction Controller Module  
DataWorks Plus RAPID-ID Reporting Module  
Biometric Login Verification

**Phase Three – Digital PhotoManager, FACE Plus, & Tattoo Plus:**

*Warranty will begin at system acceptance.*

**System Hardware:**

One (1) Dell PowerEdge R630 Rack Version

- (2) Intel® Xeon® E5-2683 v3 2.0GHz, 35M Cache, 9.60GT/s QPI, Turbo, HT, 14C/28T (120W) Max Mem 2133MHz
- 32GB RDIMM, 2133MT/s, Dual Rank, x4 Data Width
- (2) 400GB Solid State Drive SATA Mix Use MLC 6Gbps 2.5in Hot-plug Drive
- Broadcom 5720 QP 1Gb Network Daughter Card
- DVD-ROM
- Keyboard and Mouse
- Windows Server®2012, Standard x64, Incl Hyper-V™, Incl 5 CALs [
- No Monitor
- Additional Riser with x16 PCIe Slot for x8, 2 PCIe Chassis with 2 Processors
- Software Raid

**System Software/Interfaces:**

Digital PhotoManager™ Server Edition  
Digital PhotoManager™ Warm standby Server  
WebWorks™ Server Edition  
WebWorks Plus™ for 5 Concurrent Users  
WebWorks Express™ for 25 Concurrent users  
Face Plus Server Edition to search and store up to 250,000 image templates  
Facial Case Manager for One Station Includes Pose Correction  
Tattoo Plus Server Edition for 75,000 images

## **1. REPORTING A PROBLEM TO DATAWORKS PLUS:**

- 1.1 The **County of Santa Barbara** can contact Technical Support using either of the following options:
  - Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
  - Email: [support@dataworksplus.com](mailto:support@dataworksplus.com)
  - Customers can also generate web-based support tickets by visiting: [www.dataworksplus.com/support](http://www.dataworksplus.com/support).
- 1.2 The **County of Santa Barbara** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **County of Santa Barbara** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

## **2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)**

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **County of Santa Barbara** can request the ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
  - DATAWORKS PLUS will contact the **County of Santa Barbara** upon closure of the ticket.
  - DATAWORKS PLUS will, at no additional expense to the **County of Santa Barbara**, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **County of Santa Barbara**.

## **3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:**

- 3.1 DATAWORKS PLUS will, at no additional expense to the **County of Santa Barbara**, provide all enhancements, additions and updates to the SOFTWARE. The **County of Santa Barbara** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
  - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **County of Santa Barbara's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

## **4. COUNTY OF SANTA BARBARA'S RESPONSIBILITIES:**

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System updates and Anti-virus SOFTWARE updates. The **County of Santa Barbara** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the **County of Santa Barbara** requires assistance, DATAWORKS PLUS will assist the **County of Santa Barbara** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.
- 4.2 However, the **County of Santa Barbara** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **County of Santa Barbara**.

4.3 The *County of Santa Barbara* is responsible for providing a backup solution and ensuring that backups are being conducted. The *County of Santa Barbara* can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

**5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates to HARDWARE listed on this contract that is covered by DATAWORKS PLUS)**

- 5.1 DATAWORKS PLUS will, at no additional expense to the *County of Santa Barbara*, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the *County of Santa Barbara*.
- 5.2 This contract does not include consumable items such as (but not limited to) printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications. In this event, DATAWORKS PLUS will honor the terms in this agreement but may discontinue coverage upon contract renewal.
- 5.5 DATAWORKS PLUS will, at no additional expense to the *County of Santa Barbara*, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the *County of Santa Barbara* until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.
- 5.6 DATAWORKS PLUS will provide telephone assistance for connectivity for defective HARDWARE listed below: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the *County of Santa Barbara*, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

**6. CONNECTIVITY:**

6.1 DATAWORKS PLUS can provide remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The *Agency* is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

**7. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:**

7.1 Additional engineering and support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be charged as follows. This may include any related travel and administrative expenses.

**BILLABLE RATES**  
**(Outside the scope of a current Maintenance and Support Agreement)**

8 a.m. – 5 p.m. (M-F, local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$260 per hour, 2 hours minimum charge

**8. Software Moves**

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780 x6731** for pricing and scheduling;
  2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
  3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
  4. Provide access to system backups and logs.
  5. DATAWORKS PLUS understands that some Agencies prefer to handle application license moves to customer owned HARDWARE without DATAWORKS PLUS assistance. In this instance, it is the Agencies responsibility to notify DATAWORKS PLUS so that maintenance coverage will continue for the license(s). The following information should be given to DATAWORKS PLUS to update license information on the maintenance record:
    - Previous machine name and IP
    - New machine name and IP
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
- DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
- Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
- Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
- Our standard rates of \$220 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.



**EXHIBIT B  
PAYMENT ARRANGEMENTS**

**Periodic Compensation at Selected Milestones**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **891,124.00**.
- 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.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Amount Due	Milestone Description
<b>\$ 75,570.91</b>	<b>Start of Contract for Phase 1</b>
<b>\$ 75,570.91</b>	<b>Delivery for all Phase 1 Items</b>
<b>\$206,102.55</b>	<b>Final Acceptance for Phase 1</b>
<b>\$ 39,204.00</b>	<b>Start of Phase 2</b>
<b>\$ 39,204.00</b>	<b>Delivery for all Phase 2 Items</b>
<b>\$ 99,360.00</b>	<b>Final Acceptance for Phase 2</b>
<b>\$ 77,286.00</b>	<b>Start of Phase 3</b>
<b>\$ 77,286.00</b>	<b>Delivery for all Phase 3 Items</b>
<b>\$201,540.00</b>	<b>Final Acceptance for Phase 3</b>
<b>\$891,124.00</b>	<b>Project total</b>

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

- D. COUNTY’s failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY’s right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**Exhibit C  
RISK MANAGEMENT**

**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS  
for contracts REQUIRING professional liability insurance**

**INDEMNIFICATION**

**Indemnification pertaining to other than Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

**Indemnification pertaining to Professional Services:**

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor

Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

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In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modifications.