

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

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

1. DESIGNATED REPRESENTATIVE

Lauren Moore at phone number (805)681-4529 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tom King at phone number (949)716-9500 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY: Lauren Moore 234 Camino Del Remedio, Santa Barbara, CA 93110

To CONTRACTOR: Technologent, 100 Spectrum Center Drive, Ste 700 Irvine, CA 92618

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 9/1/2016 and end performance upon completion, but no later than 6/30/17 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the

California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

- C. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

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

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

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

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

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

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

34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

35. Mandatory Disclosure

CONTRACTOR CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

36. Procurement of Recovered Materials

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

//

//

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

Thomas Gallaway Corporation dba
Technologent

By: _____
Daniel Nielson
Director

By: _____
Name: James N Bevis
Title: VP/COO

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Falatti, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

1.1 SCOPE

This Statement of Work ("SOW") sets forth the terms under which County of Santa Barbara (COUNTY) has engaged Thomas Gallaway Corp dba Technogent (CONTRACTOR) to provide the professional services described hereunder (the "Services").

The project will be conducted remotely and/or at the COUNTY facility(s) as noted in Attachment A-1, attached hereto and incorporated herein by reference. The project deliverables are outlined in Section 1.2.

1.2 DELIVERABLES

1.2.1 Hardware and Software

CONTRACTOR shall deliver all hardware and Software listed in Exhibit B-1

1.2.2 Project Management and Scheduling

During the Project Management and Scheduling phase, CONTRACTOR will assign a project manager who will perform the following tasks:

- Work with COUNTY's assigned project manager to identify the subject matter experts who will assist and advise CONTRACTOR's technical experts on matters unique or specific to the desired infrastructure.
- Conduct review of COUNTY's and CONTRACTOR's engagement responsibilities, timelines, and tasks, and coordinate the assignment(s) of appropriate personnel to ensure a successful engagement.
- Act as the single point of contact to COUNTY in all matters related to the performance of this SOW.
- Conduct a Project Kick off meeting to:
 - Present and review project scope, expectations, deliverables, timelines and responsibilities/availability of the Parties.
 - Coordinate all aspects of planning and consulting.
 - Distribute Site Survey and Logical Build Questionnaire to COUNTY. Review the required information is required and establish deadline for receipt of all completed forms.
- Complete Implementation Schedule (Attachment A-2, attached hereto and incorporated herein by reference)
- Create a project plan that outlines the schedule, resources, tasks, milestones and assignments. The Project Plan will be in MS Project unless otherwise requested.

1.2.3 CONTRACTOR Responsibilities during EMC VNX5400 Implementation

CONTRACTOR shall perform the following tasks during Implementation phase:

VNX Rack, Stack, and Implementation

- Removes one VNX storage array from the crate and physically places one VNX Storage Array into COUNTY-provided rack.
- Racks one VNX storage system with additional DAEs.
- Adding two DAEs of the following types:
 - ✓ Standard DAE with 15 disk drives
 - ✓ Standard DAE with 25 disk drives
 - ✓ Dense DAE with 60 disk drives
 - ✓ Dense DAE with 120 disk drives
- Cables the equipment.
- Powers-up the storage system and verify the status.
- Connects the storage system to the Management Station.
- Initializes the storage system.
- Verifying status of the newly installed DAEs
- Checks system health.
- Verifies if the Block Operating Environment (OE) and File OE codes are the latest supported versions based on EMC Support Matrix.
- Installs any layered applications enablers.
- Enables a RAID storage configuration on the array.
- Sets up EMC Secure Remote Services (ESRS) IP Client or add to existing ESRS installation and configure ConnectHome.

VNX Block Configuration

- Configures block storage connectivity for up to four hosts (either Fiber Channel (FC), Fiber Channel over Ethernet (FCoE) or iSCSI protocol).
- Configures a maximum of four hosts using a common operating system with a maximum of two Host Bus Adapters (HBA) or Converged Network Adapters (CNA) or iSCSI HBAs per host.
- Creates up to four storage groups, and assign Logical Unit Numbers (LUNs) for each host.
- Creates up to total of 16 zones for all four hosts.
- Installs EMC Unisphere® Service Manager.
- Installs EMC PowerPath® on up to four hosts.
- Configures the final Unisphere host agents on all four hosts.
- Validates FC, FCoE, or iSCSI host connectivity to storage system.
- Validates whether the host can access the newly presented LUNs.

VNX File Configuration

- Configures File Storage connectivity for up to six file systems (Single Protocol: Common Internet File System (CIFS) or Network File System (NFS))
- Configures up to two network interfaces on one Data Mover.
- Performs the storage configuration for a single DAE.
- Implements up to two CIFS servers or Self-certifying File Systems (SFSS) validated within a single Windows domain.
- Configures up to six file systems and CIFS shares.
- Implements Active Directory (AD) authentication protocol.
- Configures the Name Resolution protocol (Domain Naming Server), if required.

- Configures up to six SnapSure™ checkpoints, if licensed, with one snap for each day.
- Enables quotas for up to six file systems.
- Implements the file system full notification through Unisphere.
- Validates the File system access from the hosts with CIFS protocol.

VNX Monitoring and Reporting Software Implementation

- Performs data collection in preparation of the installation of the EMC Monitoring and Reporting for VNX software.
- Presents each proposed solution to the COUNTY and obtains the COUNTY's agreement.
- Reviews and validates the pre-deployment requirements as defined by each solution are met and acquires required installation information from the COUNTY.
- Installs and configures EMC Monitoring and Reporting for VNX software and report packages.
- Configures monitoring, complying, and reporting on one EMC VNX storage array in the COUNTY's environment.
- Confirms whether the licensing information is correctly implemented for EMC Monitoring and Reporting for VNX software.
- Validates the EMC Monitoring and Reporting for VNX software to ensure they are installed and configured according to the designed solution.

Virtual Storage Integrator Implementation

- Enables the Virtual Storage Integrator plug-in between EMC VNX and VMware environment.
- Provides an orientation of the integration points of the EMC VNX with VMware ESXi, including:
 - ✓ VMware APIs for Array Integration (VAAI).
 - ✓ VMware APIs for Storage Awareness (VASA).
 - ✓ Virtual Storage Integrator (VSI) – Unified Storage Management.
 - ✓ VSI – Storage Viewer.
 - ✓ VSI – Path Management.
 - ✓ VSI – Access Control.
- Installs and configures the Virtual Storage Integrator components on a single vSphere vClient instance:
 - ✓ EMC Solutions Enabler.
 - ✓ EMC Navisphere® Command Line Interface (CLI) Storage.
 - ✓ VSI –Storage Viewer.
 - ✓ VSI – Unified Management.
 - ✓ VSI – Path Management.
 - ✓ VSI – Access Control Utility.
- Provides an orientation and knowledge transfer for virtual infrastructure functionality within the vClient, including:
 - ✓ Provisioning and expanding storage.
 - ✓ Virtual machine compression.
 - ✓ Full and fast cloning of a virtual machine.
 - ✓ Storage mapping and management.
 - ✓ Storage performance monitoring.
 - ✓ In-put/Out-put (I/O) path management.

- Completes the Configuration Guide to document the implementation.
- Verifies the installation and configuration results, using the Test Plan.

Unisphere Management Deployment

- Meet with the COUNTY to ensure that the environment and operational implementation requirements (hardware, software, and infrastructure) are met, and provides the COUNTY with a list of required or beneficial updates.
- Plan and schedule installation and configuration tasks.
- Enable or verify whether the software is enabled on a single VNX® storage array.
- Deploy the Unisphere Central vApp to an ESX or ESXi server or to VMware vCenter Server.
- Configure Unisphere Management Suite software.
- Validate Unisphere Management Suite deployment using the Test Plan.

1.2.4 Project Completion

- Conduct a Knowledge transfer session of up to four (4) hours
- Provide an “As Built” document of the new environment.
- Provide completed Technologist Project Plan

1.3 COUNTY’S RESPONSIBILITIES:

COUNTY shall:

- Provide access to facilities, systems, personnel and respond to all requests for information required to complete installation.
- Provide administrator or superuser logons to host systems, or (alternatively) assign system administrator(s) to perform those logon activities on behalf of CONTRACTOR technical personnel.
- Verify that all servers and/or workstations included in the scope of this activity are fully functional before CONTRACTOR personnel begin installation and/or integration activities. Fully functional includes: operating system(s), database(s), application(s) and network(s) provided or supplied by COUNTY in connection with this project.
- Upon completion of the Professional Services as described herein, COUNTY shall sign the Technologist Acknowledgement Project Completion Form (Attachment 3) as an acknowledgment that such services have been completed

1.4 PROJECT MANAGER and CONTACTS:

COUNTY will assign a Project Manager for this SOW. The COUNTY Project Manager will be responsible for managing all activities on COUNTY’s part, for providing information as needed by CONTRACTOR, for access to facilities, for access to systems and personnel required by CONTRACTOR, for responding to all requests, and providing all other information required by CONTRACTOR for the completion of the Project. COUNTY will assign Project Manager during Project Management and Scheduling phase. Upon assignment of a Project Manager, COUNTY shall provide COUNTY’s contact information by completing Attachment A-1, attached hereto and incorporated herein by reference.

CONTRACTOR will assign a Project Manager for this SOW. The Project Manager will be responsible for managing all CONTRACTOR service activities and will serve as the central point of contact for COUNTY. COUNTY will assign Project Manager during Project Management and Scheduling phase. Upon assignment of a Project Manager, COUNTY shall provide COUNTY's contact information by completing Attachment A-1, attached hereto and incorporated herein by reference.

1.5 ACCEPTANCE CRITERIA:

Upon the satisfactory completion of the Services, COUNTY shall sign the Professional Services Timesheet and/or Project Phase Completion form provided by Technologent. These signed forms indicate that COUNTY acknowledges and accepts satisfactory completion of the services described herein.

1.6 ADDITIONAL PROVISIONS:

Change Procedure: Any changes and/or modification to this Statement of Work must be done in writing and approved by both CONTRACTOR and COUNTY on the Technologent Change Request Form (Attachment A-5, attached hereto and incorporated herein by reference). Some changes may result in a change to the service fees associated with this SOW. Should the changes result in additional time or material, CONTRACTOR will provide to COUNTY in writing an estimated cost for approval before such costs are incurred.

Scripting: Scripting is NOT included in this scope of work unless otherwise stated. This includes but is not limited to automation of fail-over for applications, movement of data or other automated functions.

Data Migration: Data Migration is NOT included in this scope of work unless otherwise stated. COUNTY will be responsible for migrating any of their existing data, which would include adding users, and customize scripts. Company is responsible to back up any existing data prior to work being performed.

Clustered Systems: This statement of work does not support the installation or patching of clustered systems.

Existing Equipment: Technologent is not responsible for any existing equipment defects or interoperability. It is the COUNTY's responsibility to have the data backed up and available on premise, if needed.

Warranty: CONTRACTOR is not responsible for any alterations or changes to the Warranty or Maintenance contract due to the relocation. COUNTY must contact the manufacturer to verify.

//

//

Attachment A-1

County of Santa Barbara
2125 S. Centerpointe Parkway
Santa Maria, CA 93455

Phase	Location	Proposed Schedule and Dates
Project Management and Scheduling	TBD	On-Going Throughout Project
EMC VNX 5400 Implementation	TBD	TBD
Project Completion	TBD	TBD



The acknowledgement of project completion is official notice that Technologent has completed a specific project. Acknowledgement below indicates that the current project has been satisfactorily completed by Technologent per our agreement within this engagement.

Project Name:	EMC VNX5400 Implementation
Engagement ID:	
Company:	County of Santa Barbara
Specific Deliverable:	
Acknowledgement Date:	

County of Santa Barbara

Technologent

Printed Name

Printed Name

Signature

Signature

Title

Title

Date _____
Date

Date

<u>Technologent Team</u>	<u>Name</u>	<u>E-mail Address</u>	<u>Phone #</u>
Project Manager	TBD	TDB	TDB
Implementation Engineer	TBD	TDB	TDB
Inside Sales Rep	Shawn Olds	shawn.olds@technologent.com	951-220-7096
Solutions Architect	Andrew Lenz	andrew.lenz@technologent.com	949-383-1054
Account Executive	Tom King	tom.king@technologent.com	949-230-6061
Services Account Manager	Mark Rogan	mark.rogan@technologent.com	949-383-1065


 100 Spectrum Center
 Drive
 Suite 700
 Irvine, CA
 92618
 P: 949-716-
 9500
 F: 949-716-
 9600

Project Name:
EMX VNX5400 Implementation

Change Request Form

Region:		Date:	
Requested By:		Request #:	
Change Initiation			
Affected Office:			
Office Contact:			
Description of Change:			
Justification for Change:			

Describe Impact:			
Initiated By:		Date:	
Analysis			
Scope Impact:			
Resource Impact:			
Schedule Impact:			
Budget Impact:			
Assessment Notes:	or Reference Attached Documents		
Resolution Notes:	or Reference Attached Documents		
Analyzed By:		Date:	
Review & Approval			
Technologent Project Manager			
Assessment:			
Recommend:	Approval: <input type="checkbox"/>	Disapproval: <input type="checkbox"/>	Require Further Information: <input type="checkbox"/>
Technologent Signature:		Date:	
Client Project Manager			
Assessment:			
Recommend:	Approval: <input type="checkbox"/>	Disapproval: <input type="checkbox"/>	Require Further Information: <input type="checkbox"/>
Client Signature:		Date:	

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones (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 \$ **224,463.00 which includes \$5,000.59 for contingency.**
- 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** (Proposal Pricing). 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 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 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.

Percentage of Total Contract Amount OR Maximum Amount Chargeable	Milestone Description
50% of \$12,370.00	Upon acceptance of Project Schedule for Installation and Configuration of VNX5400
100% of \$207,092.41	Receipt of VNX 5400 to include: Software, Hardware, tax and shipping Costs
50% of \$12,370.00	Upon Acceptance of Installation and Configuration Completion

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 B-1

EMC SKU	Description	QTY	Price per unit	total	Taxable
VNXB54DME	VNX5400 DME: 1 DM+FC SLIC-EMC RACK	1	included	\$ -	n/a
EMC Solutions	VNXB CONTROL STATION-EMC RACK	1	included	\$ -	n/a
VNXB54DP25	VNX5400 DPE 25X2.5 & QUOT; DRIVE SLOTS-EMC	1	\$ 4,037.71	\$ 4,037.71	Y
PS-PKG-IMMGU	IMPLEMENT USM SUITE	1	included	\$ -	n/a
PS-PKG-MRUDE	INSTALL IMPLEMENT VNX ENHANCED	1	included	\$ -	n/a
VNXBRACK-40U	VNXB 40U RACK WITH FRONT PANEL	1	\$ 1,212.78	\$ 1,212.78	Y
VBPW40U-US	CAB QUAD POWER CORD US TWISTLOCK	1	\$ 332.00	\$ 332.00	Y
EMC Solutions	VNX5400 ADD ON DM+FC SLIC-EMC RACK	1	\$ 892.99	\$ 892.99	Y
VDMBM1GCUA	VNXB 1GBASE-T DM MODULE 4 PORT	2	\$ 721.61	\$ 1,443.22	Y
VSPBM8GFFEA	VNXB 4 PORT 8G FC IO MODULE PAIR	1	\$ 1,804.52	\$ 1,804.52	Y
VNXBCS2	VNXB 2ND CONTROL STATION-EMC RACK	1	\$ 944.74	\$ 944.74	Y
VDMBMXG2TWA	VNXB 10GBE 2 OP MODULE (TWINAX)	2	\$ 1,443.22	\$ 2,886.44	Y
V-V4-201210	VNX 1.2TB 10K VAULT 25X2.5 DPE/DAE	1	\$ 2,804.92	\$ 2,804.92	Y
FLV42S6F-200	VNX 200GB FAST CACHE 25X2.5 DPE/DAE	5	\$ 1,877.27	\$ 9,386.35	Y
VNXB6GSDAE25P	VNXB 25X2.5 6G SAS PRI DAE-EMC RACK	1	\$ 2,412.86	\$ 2,412.86	Y
V4-2S6FX-800	VNX 800GB MLC SSD 25X2.5 DAE	16	\$ 2,926.98	\$ 46,831.68	Y
V4-2S10-012	VNX 1.2TB 10K SAS 25X2.5 DPE/DAE	47	\$ 700.62	\$ 32,929.14	Y
PS-BAS-ADDAE	RACK & AMP; STACK OF UPTO 2 DAE	2	included	\$ -	n/a
VNXB6GSDAE25	VNXB 25X2.5 6G SAS EXP DAE-EMC RACK	1	\$ 2,412.86	\$ 2,412.86	Y
V4-VS07-020	VNX 2TB NL SAS 15X3.5 DAE	42	\$ 436.98	\$ 18,353.16	Y
VNXB6GSDAE15	VNXB 15X3.5 6G SAS EXP DAE-EMC RACK	3	\$ 1,702.96	\$ 5,108.88	Y
WU-PREHWE-01	PREMIUM HW SUPPORT-WARR UPG	1	\$ 11,903.25	\$ 11,903.25	N
W-ENHHW-001	ENHANCED HARDWARE WARRANTY	1	included	\$ -	n/a
EMC Solutions	VNX5400 UNISPHERE FILE SUITE=IC	1	\$ 3,169.14	\$ 3,169.14	N
M-PRESWE-001	PREMIUM SW SUPPORT	1	\$ 1,711.64	\$ 1,711.64	N
VNX54-KIT	VNX5400 DOCUMENTATION KIT=IC	1	included	\$ -	n/a
VNX5400-OE	VNX OE LICENSE VNX5400=IC	1	included	\$ -	n/a
VNX5400-ESSPCK	VNX5400 SOFTWARE ESSENTIALS=IC	1	\$ 5,631.80	\$ 5,631.80	N
M-PRESWE-001	PREMIUM SW SUPPORT	1	\$ 3,041.47	\$ 3,041.47	N

EXHIBIT B-1

VNXBOEPERFTB	VNX OE PERF TIER PER TB FOR VNX=IC	73	\$ 284.65	\$ 20,779.45	Y
W-ENHSW-001	ENHANCED SOFTWARE WARRANTY	1	included	\$ -	n/a
VNXBOECAPT	VNX OE CAPACITY TIER PER TB FOR VNX=IC	84	\$ 129.87	\$ 10,909.08	Y
W-ENHSW-001	ENHANCED SOFTWARE WARRANTY	1	included	\$ -	n/a
W-ENHSW-001	ENHANCED SOFTWARE WARRANTY	1	included	\$ -	n/a
3 years (36 months)	EMC Maintenance	1	included	\$ -	n/a
Sub -Total for VNX 5400 Non-Taxable Software (SW):				\$ 25,457.30	
Sub -Total for VNX 5400 Taxable Hardware (HW):				\$ 165,482.78	
8.25% tax	Santa Maria rate (for taxable HW =/to \$165,482.78)			\$ 13,652.33	
Est Shipping	SHIPMENT of VNX 5400 to SANTA MARIA			\$ 2,500.00	
Total for VNX 5400 as configured:				\$ 207,092.41	
Professional Services	For installation and configuration			\$ 12,370.00	
Total:				\$ 219,462.41	
Contingency				\$ 5,000.59	
Grand Total:				\$ 224,463.00	

Exhibit C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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.