

HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

This Hardware and Software Maintenance and Support Agreement (the “**Agreement**”) is made and entered into as of June 1, 2015, (the “**Effective Date**”), between 3M Cogent, Inc., a Delaware corporation having its principal place of business at 639 North Rosemead Boulevard, Pasadena, California 91107 (“**3M Cogent**”), and The County of Shasta, a political subdivision of the State of California (“**Licensee**”).

WHEREAS, the parties have entered into the Supply Agreement (as defined below), pursuant to which 3M Cogent has granted to Licensee certain license rights in the Software (as defined below);

WHEREAS, the Licensee has purchased the Hardware (as defined below) from 3M Cogent; and

WHEREAS, Licensee desires to obtain and 3M Cogent agrees to provide maintenance and support services for such Hardware and Software, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

[NOTE: This Agreement does not contain any license terms and, accordingly, should be read in conjunction with the Supply Agreement for the applicable Software, which Supply Agreement should contain license terms governing the use of the Software.]

1. DEFINITIONS

1.1 “**Additional Support Term**” has the meaning set forth in Section 10.1.

1.2 “**Documentation**” means the written materials, including instructions, rules, guidelines, manuals, and/or procedures, associated with the Software that 3M Cogent generally makes available to its licensees of such Software.

1.3 “**Error**” means a reproducible defect or combination of defects in the Software that results in a failure of the Software, when used in accordance with 3M Cogent’s instructions (including, without limitation, the applicable Documentation), to function substantially in accordance with the Specifications. As used hereunder, a reproducible defect will mean a defect that 3M Cogent can reproduce using the most recent version of the Software, as delivered by 3M Cogent to Licensee, in accordance with the terms of the Supply Agreement and the terms set forth herein.

1.4 “**Error Correction**” means either (a) a bug fix, patch, or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on Licensee.

1.5 “**Hardware**” means the Hardware described on Exhibit C.

1.6 “**Indemnification**” has the meaning set forth in Exhibit E.

1.7 “**Initial Support Term**” has the meaning set forth in Section 10.1.

1.8 “**Maintenance Release**” means a subsequent version of the Software that includes Error Corrections and/or Upgrades.

1.9 “**Software**” means the computer program(s) licensed by 3M Cogent to Licensee pursuant to the Supply Agreement, as described on Exhibit D.

1.10 “**Specifications**” means the technical specifications for the Software as set forth in the applicable Documentation.

1.11 “**Supply Agreement**” means (a) for hardware purchased and/or software licensed prior to October 15, 2016

that certain Shasta County Sheriff's Office Automated Fingerprint Identification System (AFIS) Standard Contract/Service Agreement entered into by and between 3M Cogent and Licensee, dated June 28, 2011; and for hardware purchased and/or software licensed on or after October 15, 2016, that certain Master Equipment Sale and Software License Agreement entered into by and between 3M Cogent and Licensee dated November 15, 2016. These documents are hereby incorporated into this Agreement by reference.

1.12 "Support Fees" has the meaning set forth in Section 7.1.

1.13 "Support Services" means the support and maintenance services provided by 3M Cogent pursuant to this Agreement, as further described herein.

1.14 "Support Services Term" has the meaning set forth in Section 10.1.

1.15 "Technical Contact" means the person or persons designated by Licensee on Exhibit A, attached hereto, as the initial interface for Error reporting for the Software and fault reporting for the Hardware. **[NOTE: 3M Cogent may want to limit the number of technical contacts to one or two individuals.]**

1.16 "Upgrade" means a revision of the Software released by 3M Cogent during the Support Services Term generally to its end user customers receiving maintenance and support services from 3M Cogent, which revision adds new and different functions to the Software or increases the capacity of the Software to process information. "Upgrade" does not include the release of a new product or added features for which 3M Cogent generally imposes a separate charge. If a question arises as to whether a product offering is an Upgrade or a new product or feature, 3M Cogent's opinion will prevail, provided that 3M Cogent treats the product offering as a new product or feature for its end user customers generally.

2. HARDWARE MAINTENANCE

2.1 Fault Reporting. During the Support Services Term, on the terms and conditions of this Agreement, 3M Cogent shall repair or replace without charge to Licensee any part of the Hardware found to be faulty by reason of defective material, design or workmanship. Hardware problems will be reported by Licensee through Licensee's Technical Contact to 3M Cogent at the support number set forth on Exhibit B, as may be revised by 3M Cogent from time to time. Each such report will be accompanied or followed by sufficient information to enable 3M Cogent to determine the cause of the Hardware problem. 3M Cogent will acknowledge each such report via telephone, facsimile transmission, or electronic mail to the Technical Contact and will use commercially reasonable efforts consistent with the severity of the problem to repair or replace the Hardware.

2.2 Response. 3M Cogent will determine, in its sole discretion, the manner in which it will repair or replace the Hardware. If the nature of the Hardware requires an on-site visit by 3M Cogent, Licensee will work with 3M Cogent to provide access to such Hardware. 3M Cogent will pay all shipping costs required to ship the faulty Hardware to and from 3M Cogent.

2.3 Maintenance Limitations. 3M Cogent shall not be required to repair or replace any Hardware if 3M Cogent determines, in its sole and reasonable discretion, that the Hardware requires such repair or replacement to the extent arising from: (a) any changes or modifications to the Hardware or Software included on the Hardware, in each case that were not made by 3M Cogent; (b) damage to the Hardware (other than normal wear and tear); (c) the failure of third party computer hardware or equipment not supplied by 3M Cogent; (d) the failure of third party software, even if such items are supplied to Licensee by 3M Cogent; (e) the negligence of Licensee or any third party; (f) attempted maintenance by unauthorized persons; or (g) Licensee's improper use of the Hardware, or merging or combining the Hardware with any hardware or software not authorized by 3M Cogent to be so merged or combined.

3. SUPPORT RESPONSIBILITY

3.1 Error Reporting. 3M Cogent will provide Licensee with telephone support **24 hours a day, 7 days a week**. Each Error experienced by Licensee related to Licensee's use of the Software will be reported by Licensee through

Licensee's Technical Contact to 3M Cogent at the support number set forth on Exhibit B, as may be revised by 3M Cogent from time to time. Each such Error report will be accompanied or followed by sufficient information to enable 3M Cogent to reproduce and verify the Error. 3M Cogent will acknowledge each such reported Error via telephone, or electronic mail to the Technical Contact and will use commercially reasonable efforts consistent with the severity of the Error to reproduce and verify reported Errors and provide Error Corrections therefor. 3M Cogent will determine, in its sole reasonable discretion, the priority level of each reported Error.

3.2 On-Site Support. Licensee may, from time to time, request emergency on-site support from 3M Cogent, beyond the support described in Section 3.1, above. 3M Cogent agrees to use commercially reasonable efforts to provide such emergency on-site support to Licensee, subject to the availability of appropriate 3M Cogent personnel. On-Site support will be scheduled with Licensee and will depend on availability of Licensee staff for all sites that require controlled access.

4. MAINTENANCE RELEASES

During the Support Services Term, 3M Cogent will provide Licensee with Maintenance Releases if, as, and when 3M Cogent makes any such Maintenance Releases generally available to its end user customers receiving maintenance and support services from 3M Cogent. Licensee acknowledges and agrees that 3M Cogent is under no obligation to issue Maintenance Releases under this Agreement and that the obligation to make available any Maintenance Releases under this Agreement applies only to those Maintenance Releases that have been commercially released by 3M Cogent to its customers. 3M Cogent will provide modified Documentation reflecting Maintenance Releases to the Software, as available.

5. SERVICE LIMITATIONS

3M Cogent is not obligated to provide Support Services in the following situations:

- 5.1** the Software has been changed, modified, or damaged (excluding modifications made by 3M Cogent);
- 5.2** the Support Services are necessary due to: (a) the failure of third party computer hardware or equipment not supplied by 3M Cogent; (b) the failure of third party software, even if such items are supplied to Licensee by 3M Cogent; (c) the negligence of Licensee or any third party; (d) a cause or causes beyond the reasonable control of 3M Cogent; or (e) attempted maintenance by unauthorized persons;
- 5.3** the Support Services are necessary due to Licensee's improper use of the Software, or merging or combining the Software with any hardware or software not authorized by 3M Cogent to be so merged or combined;
- 5.4** Licensee has not installed and implemented any Error Corrections, Upgrades and/or Maintenance Releases provided by 3M Cogent; or
- 5.5** Licensee has not paid the Support Fees, or any related fees or amounts, when due.

Notwithstanding the foregoing, 3M Cogent will make reasonable efforts to assist Licensee on a time and materials basis with compatibility issues related to third party operating systems or Internet browsers required for operability of Software.

6. LICENSEE RESPONSIBILITIES

6.1 Licensee: (a) will be responsible for allowing 3M Cogent to implement all Error Corrections, Upgrades, and/or Maintenance Releases furnished by 3M Cogent and for paying all shipping costs in connection with Upgrades or Maintenance Releases; (b) acknowledges that all Documentation, Software, Error Corrections, Upgrades, and Maintenance Releases provided by 3M Cogent are subject to the conditions of the Supply Agreement, and Licensee agrees to comply with those conditions; and (c) will fully cooperate and assist 3M Cogent in the provision of the Support Services, including allowing full and free access, including, but not limited to remote access, to relevant hardware, software, and other information if reasonably required by 3M Cogent. On-site support will be scheduled in accordance with the availability of Licensee staff for sites that need controlled access.

6.2 All operating system patches and updates are the responsibility of Licensee.

6.3 Licensee is responsible for any failure of the third party anti-virus software to properly detect viruses and for all consequences related to undetected viruses. 3M Cogent shall have no liability for undetected viruses or other issues related to deficiencies in the third party anti-virus software.

7. FEES AND PAYMENTS

7.1 Support Fees. Licensee will pay annual support fees for the Support Services based on 3M Cogent's then current annual rate for Support Services ("Support Fees"). 3M Cogent's current annual Support Fees are set forth in the attached Exhibit C. Payment for the Initial Support Term will be due and payable on the Effective Date. Payment for each Additional Support Term will be due and payable by Licensee in advance of the commencement of such Additional Support Term, within thirty (30) days of the date of 3M Cogent's invoice. 3M Cogent reserves the right to increase the annual Support Fees for any Additional Support Terms and will give Licensee 90 days advance notice of such increases, provided that should 3M Cogent give less than 90 days, such rates shall become effective only at the end of the 90 day period and only after allowing Licensee to terminate the Agreement effective on the effective date of the increase. If Licensee fails to purchase Support Services concurrently with Licensee's purchase of the Hardware and/or Software to be supported, or fails to renew Support Services upon termination of the Initial Support Term or any Additional Support Term, and Licensee subsequently desires to commence Support Services for the Hardware and/or Software, 3M Cogent may, at its option, commence Support Services in accordance with 3M Cogent's then-current policies and upon payment by Licensee of the then-applicable annual Support Fee and a reinstatement fee Equivalent to the fee which would have otherwise been due and payable for the period between 3M Cogent's original delivery of the Hardware and/or Software or termination of the Initial Support Term or any Additional Support Term (whichever is later) and Licensee's purchase of the Support Services.

7.2 Taxes. All taxes and duties attributable to this Agreement (except taxes relating to 3M Cogent's income), including sales, use, and any other tax assessed by local, state, or federal authorities, will be borne by Licensee. Licensee will reimburse 3M Cogent for any such taxes and duties.

7.3 Late Payment. Any sums not paid when due will automatically accrue interest from the date when due until actually paid at a rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less.

8. DISCLAIMER OF WARRANTIES

3M COGENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITH RESPECT TO ANY HARDWARE FAULTS REPORTED BY LICENSEE TO 3M COGENT, LICENSEE AGREES THAT 3M COGENT'S SOLE AND EXCLUSIVE OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS FOR 3M COGENT TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR OR REPLACE THE HARDWARE IN ACCORDANCE WITH 3M COGENT'S MAINTENANCE OBLIGATIONS PURSUANT TO SECTION 2, ABOVE. WITH RESPECT TO ANY ERRORS REPORTED BY LICENSEE TO 3M COGENT, LICENSEE AGREES THAT 3M COGENT'S SOLE AND EXCLUSIVE OBLIGATION AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT IS FOR 3M COGENT TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH ERRORS IN ACCORDANCE WITH 3M COGENT'S SUPPORT OBLIGATIONS PURSUANT TO SECTION 3, ABOVE.

9. LIMITATION OF LIABILITY

3M COGENT'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT

(WHETHER ARISING FROM CONTRACT OR OTHERWISE) IS LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING 3M COGENT'S RECEIPT OF NOTICE OF SUCH CLAIM. 3M COGENT SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT.

10. TERM AND TERMINATION

10.1 Term. This Agreement will commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, will continue for a period of one (1) year (the "**Initial Support Term**"). At the expiration of the Initial Support Term, this Agreement will be automatically renewed for successive one (1) year periods (each an "**Additional Support Term**") at the then-applicable rates, unless either party notifies the other party in writing of its intent not to renew at least sixty (60) days prior to the end of the Initial Support Term or any Additional Support Term (as applicable). The Initial Support Term and any Additional Support Terms are collectively referred to herein as the "**Support Services Term**."

10.2 Discontinuance of Support Services. 3M Cogent reserves the right to discontinue provision of the Support Services and terminate this Agreement should 3M Cogent, in its sole, commercially reasonable discretion, determine that the continued provision of Support Services for any Hardware or Software is no longer economically feasible, considering such factors as possible obsolescence and other factors 3M Cogent deems relevant. 3M Cogent will give Licensee at least six (6) months prior written notice of any such discontinuance of Support Services and will refund any unaccrued Support Fees that Licensee may have prepaid with respect to the affected Software. In any event, 3M Cogent will have no obligation to support or maintain any version of the Software or operating system except (a) the then-current version of the Software, and (b) the immediately preceding version of the Software for a period of six (6) months after it is first superseded.

10.3 Termination for Cause. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, will have the right to terminate this Agreement by written notice to the other party unless, within thirty (30) calendar days after receiving written notice of such default, the defaulting party remedies the default. Without limiting the foregoing, 3M Cogent will have the right to terminate this Agreement, immediately upon written notice to Licensee, if Licensee fails to pay any overdue Support Fees within fifteen (15) days of written notice and demand from 3M Cogent.

10.4 Effect of Termination. Sections 1, 7 (to the extent fees or amounts due have accrued prior to expiration or termination), 8, 9, 10.4 and 11 will survive the expiration or termination of this Agreement for any reason.

11. INSURANCE

A. Without limiting 3M Cogent's duties of defense and indemnification, 3M Cogent and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect 3M Cogent against third party claims of bodily injury and/or property damage with limits of liability of not less than \$1 million combined single limit; such insurance shall be primary as to any other insurance maintained by the Licensee.

B. 3M Cogent and any subcontractor shall obtain and maintain continuously, Workers' Compensation and Employer's Liability Insurance with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by 3M Cogent or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Licensee, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this Agreement. 3M Cogent hereby certifies that 3M Cogent is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and 3M Cogent shall comply with such provisions before

commencing the performance of the work or provision of services pursuant to this Agreement.

C. 3M Cogent shall require subcontractors to furnish satisfactory proof to Licensee that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of 3M Cogent pursuant to this Agreement.

D. With regard to all insurance coverage required by this Agreement:

(1) Any deductible or self-insured retention exceeding \$25,000 for 3M Cogent or subcontractor shall be disclosed to and be subject to approval by the Licensee Risk Manager prior to the effective date of this Agreement.

(2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, 3M Cogent or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post agreement expiration coverage as specified above, 3M Cogent or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.

(3) All insurance (except workers' compensation and employer's liability) shall include an endorsement (blanket endorsement accepted) or an amendment to the policy of insurance which names Licensee, its elected officials, officers, employees, agents, and volunteers as additional insureds. 3M Cogent agrees to provide to Licensee 30 days written prior notice in the event of a reduction or cancellation of required coverage. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 00 01 04 13 for on-going operations, and CG 00 01 04 13 for completed operations.

(4) Each insurance policy, (except for workers' compensation and employer's liability policies) or an endorsement thereto, shall contain a "separation of insureds" clause which shall read: "Separation of Insureds. Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

(5) 3M Cogent shall provide Licensee Certificate of Insurance as evidence of insurance protection before the signature date of this Agreement.

(6) The insurance coverage required herein shall be in effect at all times during the term of this Agreement. In the event any insurance coverage expires at any time during the term of this Agreement, 3M Cogent shall provide, within 20 days of renewal, a new Certificate of Insurance evidencing coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. In the event 3M Cogent fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 20 days of the expiration of the endorsement or policy amendment in effect at inception of this Agreement, Licensee may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

12. ANNUAL USER GROUP MEETING

3M Cogent will provide for three (3) Licensee representatives to attend the annual 3M Cogent User Group (CUGI) meetings through the Support Services Term of this Agreement. Licensee representatives' airfare and lodging will be paid for by 3M Cogent.

13. GENERAL

13.1 Force Majeure. Except with respect to Licensee's obligation to make timely payments, neither party will be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, wars, labor disputes, terrorism, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control.

13.2 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then each provision not so affected will remain in full force and effect.

13.3 Assignment. Licensee may not assign this Agreement or any of its rights or delegate any of its obligations under this Agreement, by operation of law or otherwise, without the prior written consent of 3M Cogent. 3M Cogent may assign this Agreement and any of its rights and delegate any of its obligations under this Agreement to any party acquiring all or substantially all the assets or stock of the business to which the Support Services relate. This Agreement will bind each party and its permitted successors and assigns.

13.4 Disputes. This Agreement is to be construed in accordance with and governed by the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Any legal suit, action, or proceeding arising out of or relating to this Agreement will be commenced in a federal court in the Central District of California or in state court in the County of Los Angeles, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action, or proceeding. Neither party may bring any action arising out of or relating to this Agreement more than three (3) years after the cause of action accrues.

13.5 No Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right, or condition of this Agreement will be construed as a waiver of any other term, right, or condition. No waiver or breach of any provision of this Agreement will be construed to be a waiver of any subsequent breach of the same or any other provision.


13.6 Relationship of the Parties. This Agreement will not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

13.7 Notices. 3M Cogent will deliver all notices and communications concerning support and maintenance matters to the attention of Licensee's Technical Contact at the address set forth in Exhibit A. Any other notice, request, demand, or other communication required or permitted hereunder will be in writing, will reference this Agreement, and will be deemed to be properly given: (a) when delivered personally; (b) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with an express courier, with written confirmation of receipt. All notices will be sent to the address specified on the signature page of this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section).

13.8 Complete Agreement. This Agreement, any exhibits and schedules attached to it, and any other terms and conditions incorporated by reference herein, contain the entire understanding of the parties with respect to the subject matter hereof and, except with respect to the Supply Agreement, supersede any and all related prior understandings, agreements, representations, negotiations, and discussions, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties.

SIGNATURES ON FOLLOWING PAGE

3M COGENT, INC.



Authorized Signature

Chris Ede

Name (Type or Print)

VP Cogent

Title

639 N. Rosemead Blvd.

Address

Pasadena, CA 91107

Date

LICENSEE

Authorized Signature

Name (Type or Print)


Title

300 Park Marina Circle, Redding, Ca. 96001

Address

Date

IT Approved:


Gretchen Allen, Dep. Dir.

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL



Adam M. Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:  11/7/16

James Johnson
Risk Management Analyst

EXHIBIT A

**LICENSEE'S TECHNICAL
CONTACTS**

Licensee's Technical Contact(s):

[NAME] Evonne Hancock (530) 245-6032 EHancock@co.shasta.ca.us
[NAME] SheyeAnne Bailey (530) 339-7275 SBailey@co.shasta.ca.us
[NAME] John Denton (530) 225-4541 JCDenton@co.shasta.ca.us

[ADDRESS] 300 Park Marina Circle
Redding, Ca 96001

END OF EXHIBIT A

EXHIBIT B

TECHNICAL SUPPORT CONTACT INFORMATION

1-866-500-AFIS (or 1-866-500-2347)

END OF EXHIBIT B

EXHIBIT C
SUPPORT FEE

SYSTEMS

System acceptance signoff was 6-20-2013.

June 2015 ended Warranty period.

Warranty period outlined in AFIS contract signed June 28, 2011:

2 years for any/ all System or Equipment per Section 27E of AFIS contract;

5 years for Software Warranty per Section 27G of AFIS contract.

SQ 24427 for maint. 6/1/15-5/31/16 \$160,273.12

SQ 29102 for maint. 6/1/16-5/31/17 \$160,273.12

Fees for current and future periods will be adjusted for consideration of new equipment deliveries and warrantee.

ITEM NO.	ITEM DESCRIPTION	QTY	PRICE	EXTENSION
Maintenance	24x7 Maintenance CLS 1000 ppi Palm Livescan System (original invoice 20122) Two sites at Sheriff's Jail and Probation Juvenile Hall.	2.00	4,400.00	USD 8,800.00
Maintenance	8x5 Maintenance CLS 1000 ppi Palm Livescan System (original invoice 20122)	5.00	3,960.00	USD 19,800.00
Maintenance	24x7 Maintenance for Back-up Server is under upgrade Amendment	1.00	0.00	USD 0.00
Maintenance	Initially the Store and Forward System (original invoice 20122)	1.00	0.00	USD 0.00
Maintenance	24x7 Maintenance for FBI Certified Card Printer (original invoice 20122)	2.00	0.00	USD 0.00
Maintenance	Above maintenance for the two printers is removed	2.00	0.00	USD 0.00
Maintenance	24x7 Maintenance for FBI Certified Card Printer (original invoice 34148) Three sites: the jail, sheriff's records and Redding PD.	3.00	250.00	USD 750.00
Maintenance	Maintenance on AFIS Contract signed 6/28/11 accepted 5/2013 2 Yr. Warranty	1.00	145,923.12	USD 145,923.12
Period of Performance	Maintenance Period for all above line items 6/1/15 - 5/31/16	1.00	0.00	USD 0.00
AFIS-Maint-24X7-1 YR	Annual 24X7 AFIS Maintenance	1.00	0.00	USD 0.00
75050122219	Discount: One time discount for Unused equipment	-1.00	15,000.00	USD -15,000.00
<hr/>				
Subtotal	Tax	Freight		
USD 160,273.12	USD 0.00	USD 0.00	Quotation Total:	USD 160,273.12

Annual Support Fee Subject to annual increase of 3%-5% for each year.

If the County chooses not to contract for an annual maintenance renewal term, but still would like some form of

support from 3M Cogent, 3M Cogent may provide to the County, and County shall then pay for, maintenance services on a time and materials basis at 3M Cogent's then current pricing and subject to 3M Cogent's then current minimum required number of billable hours per service call. Time and materials pricing and payment terms shall be agreed to by the parties at least thirty (30) days prior to the end of an Initial Support Term or Additional Support Term.

Maintenance fee covers bundled hardware and software delivered in systems provided by 3M Cogent. Unless otherwise indicated, 3M Cogent Software License Fees are included as part of original purchase and in effect through useful life of the system. Third Party Software license fees or renewals may be handled separately where applicable.

Maintenance costs will be reassessed and adjusted after the final system acceptance signoff for the Master Equipment Sale and Software License Agreement of 2016. Antiquated hardware and software components being replaced will be removed from the list below as will the corresponding maintenance fees.

Detailed Inventory: The following listing is a detailed inventory which is subject to change as items are upgraded, replaced or decommissioned.

DESCRIPTION	MAKE	MODEL	SERIAL NUMBER	RAN Board Tag	Location
TP WKS CAFIS CLIENT	DELL	OPTIPLEX 790	5MV5LS1	RANAFIS2012001	APD
DESKTOP	DELL	OPTIPLEX 790	HBZ7LS1	RANAFIS2012007	APD
MONITOR	DELL	P2412H	CN0KG49T742612240LLU	RANAFIS2012016	APD
MONITOR	DELL	P2412H	CN0KG49T7426121C143U	RANAFIS2012017	APD
CAMERA	SONY	SNC-RZ50N	112880	RANAFIS2012027	APD
SCANNER	EPSON	V700	G2YW073885	RANAFIS2012054	APD
SCANNER	3M Cogent	CSD220	P110901654	RANAFIS2012076	APD
Printer Lexmark			5026119420163	RANAFIS2012106	APD
UPS	APC	ES 750 Master Control	3B1203X55653	RANAFIS2012114	APD
DESKTOP	DELL	OPTIPLEX 790	5MV9LS1	RANAFIS2012008	CITY HALL, REDDING
BACKUP SERVER	IBM	783724U	99B0250	RANAFIS2012043	CITY HALL, REDDING
Bluecheck	3M Cogent	BC2u	BC2u58457	RANAFIS2012060	CITY HALL, REDDING
Bluecheck	3M Cogent	BC2u	BC2u58150	RANAFIS2012061	CITY HALL, REDDING
Bluecheck	3M Cogent	BC2u	BC2u58352	RANAFIS2012062	CITY HALL, REDDING
Bluecheck	3M Cogent	BC2u	BC2u55860	RANAFIS2012063	CITY HALL, REDDING
Bluecheck	3M Cogent	BC2u	BC2u55841	RANAFIS2012065	CITY HALL, REDDING
Bluecheck	3M Cogent	BC2u	BC2u58476	RANAFIS2012066	CITY HALL, REDDING

Bluecheck	3M Cogent	BC2u	BC2u55842	RANAFIS2012067	CITY HALL, REDDING
Bluecheck	3M Cogent	BC2u	BC2u58402	RANAFIS2012071	CITY HALL, REDDING
Bluecheck	3M Cogent	BC2u	BC2u55853	RANAFIS2012073	CITY HALL, REDDING
SERVER: WEB/CMS - DR	IBM	3550	1S7944AC1KQ94VL9	RANAFIS2012094	CITY HALL, REDDING
SERVER: PMA -DR	IBM	3650	1S7945AC1KQ68CZN	RANAFIS2012098	CITY HALL, REDDING
SERVER: DATABASE - DR	IBM	3650	1S7945AC1KQ68CZR	RANAFIS2012099	CITY HALL, REDDING
KVM	IBM		1S1723HC1MM03790	RANAFIS2012100	CITY HALL, REDDING
BACKUP TAPE DRIVE	OVERLAND	REO 4600 12TB	5MSCSS20920003	RANAFIS2012101	CITY HALL, REDDING
SCANNER	3M Cogent	CSD330	110900294	RANAFIS2012049	JAIL
SCANNER	3M Cogent	CSD330	110104465	RANAFIS2012050	JAIL
SCANNER	3M Cogent	CSD330	110901365	RANAFIS2012053	JAIL
SCANNER	3M Cogent	CSD330	110104570	RANAFIS2012055	JAIL
MI3	3M Cogent	Mi3c	Mi3C11001342	RANAFIS2012115	JAIL
MI3	3M Cogent	Mi3c	Mi3C11001616	RANAFIS2012116	JAIL
DESKTOP	DELL	OPTIPLEX 790	HBT3LS1	RANAFIS2012006	JAIL
DESKTOP	DELL	OPTIPLEX 790	5MS7LS1	RANAFIS2012011	JAIL
MONITOR	DELL	P2412H	CN0KG49T7426122407NU	RANAFIS2012014	JAIL
MONITOR	DELL	P2412H	CN0KG49T7426121C165U	RANAFIS2012019	JAIL
CAMERA	SONY	SNC-RZ50N	112913	RANAFIS2012030	JAIL
CAMERA	CANON	EOS REBEL	213460607652	RANAFIS2012035	JAIL
BARCODE READER	SYMBOL	LS4208	S1011200502333	RANAFIS2012039	JAIL
CAMERA	SONY	SNC-RZ50N	113513	RANAFIS2012029	JUVENILE HALL
SCANNER	3M Cogent	CSD330	110104483	RANAFIS2012051	JUVENILE HALL
SCANNER	3M Cogent	CSD330	110104471	RANAFIS2012064	JUVENILE HALL
Bluecheck	3M Cogent	BC2u	BC2u55916	RANAFIS2012044	RPD
Bluecheck	3M Cogent	BC2u	BC2u58394	RANAFIS2012057	RPD
Bluecheck	3M Cogent	BC2u	BC2u58344	RANAFIS2012058	RPD
Bluecheck	3M Cogent	BC2u	BC2u58163	RANAFIS2012059	RPD
MONITOR: Latent Workstation	DELL	P2412H	CN0KG49T7426121C0J9U	RANAFIS2012018	RPD ID LAB
CAMERA: Latent Workstation	CANON	EOS REBEL	213460607645	RANAFIS2012032	RPD ID LAB

LATENT WKS CAFIS CLIENT	DELL	OPTIPLEX 790	HBSJLS1	RANAFIS2012042	RPD ID LAB
SCANNER	EPSON	V700	G2YW073901	RANAFIS2012047	RPD ID LAB
LightSource	Schott	MLS6000K	313119	RANAFIS2012068	RPD ID LAB
SCANNER	3M Cogent	CSD220	P110901665	RANAFIS2012074	RPD ID LAB
Printer Lexmark	LEXMARK	C746N	5026119424H37	RANAFIS2012075	RPD ID LAB
Printer Lexmark	LEXMARK	C746N	50261294201F9	RANAFIS2012107	RPD ID LAB
MACRO LENS	CANON	EF100mm	71971521	RANAFIS2012132	RPD ID LAB
CAMERA STAND	BESSLER		N/A	RANAFIS2012133	RPD ID LAB
DESKTOP	DELL	OPTIPLEX 790	HBTCLS1	RANAFIS2012012	RPD Investigations
MONITOR	DELL	P2412H	CN0KG49T742612240LNU	RANAFIS2012021	RPD Investigations
DESKTOP	DELL	OPTIPLEX 790	5MW4LS1	RANAFIS2012003	RPD RECORDS UNIT
MONITOR	DELL	P2412H		RANAFIS2012020	RPD RECORDS UNIT
CAMERA	SONY	SNC-RZ50N	113527	RANAFIS2012031	RPD RECORDS UNIT
SERVER: WEB/CMS - PR	IBM	3550	1S7944AC1KQ94VW3	RANAFIS2012095	SCAC
SERVER: DATABASE - PR	IBM	3650	1S7945AC1KQ68C2V	RANAFIS2012096	SCAC
SERVER: PMA -PR	IBM	3650	1S7945AC1KQ68CRF	RANAFIS2012097	SCAC
Load Balancer - PR	Barracuda		BAR BF 226850	RANAFIS2012105	SCAC
Load Balancer - PR	Barracuda		BAR BF 230585	RANAFIS2012135	SCAC
SCANNER	3M Cogent	CSD220	P110900878	RANAFIS2012072	SCSO Admin #251
DESKTOP	DELL	OPTIPLEX 790	HBT8LS1	RANAFIS2012002	SCSO Admin #251
MONITOR	DELL	P2412H	CN0KG49T7426121C0LHU	RANAFIS2012015	SCSO Admin #251
Scanner	3M Cogent	CS500e	CS500e1150980	RANAFIS2012080	SCSO CORONER
Laptop	PANASONIC	CF-52SLGBD1M	2CTSA46670	RANAFIS2012090	SCSO CORONER
Bluecheck	3M	BC2u	BC2u55768	RANAFIS2012045	SCSO CSLSub
MONITOR	DELL	P2412H	CN0KG49T742612240ACU	RANAFIS2012013	SCSO ID LAB
MONITOR	DELL	P2412H	CN0KG49T742612240L9U	RANAFIS2012022	SCSO ID LAB
MONITOR	DELL	P2412H	CN0KG49T7426121C168U	RANAFIS2012026	SCSO ID LAB
CAMERA	CANON	EOS REBEL	213460607646	RANAFIS2012034	SCSO ID LAB
SCANNER	EPSON	V700	G2YW073270	RANAFIS2012046	SCSO ID LAB
LightSource	Schott	MLS6000K	313123	RANAFIS2012069	SCSO ID LAB

SCANNER	3M Cogent	CSD220	P110901670	RANAFIS2012070	SCSO ID LAB
Printer Lexmark	LEXMARK		5026119420164	RANAFIS2012108	SCSO ID LAB
MACRO LENS	CANON	EF100mm	82074518	RANAFIS2012131	SCSO ID LAB
CAMERA STAND	BESSLER		N/A	RANAFIS2012134	SCSO ID LAB
DESKTOP	DELL	OPTIPLEX 790	HBTZKS1	RANAFIS2012004	SCSO ID LAB STORAGE
DESKTOP	DELL	OPTIPLEX 790	HBZ9LS1	RANAFIS2012005	SCSO ID LAB STORAGE
DESKTOP	DELL	OPTIPLEX 790	5MT4LS1	RANAFIS2012009	SCSO ID LAB STORAGE
DESKTOP	DELL	OPTIPLEX 790	5MW5LS1	RANAFIS2012010	SCSO ID LAB STORAGE
MONITOR	DELL	P2412H	CN0KG49T742612240L6U	RANAFIS2012023	SCSO ID LAB STORAGE
MONITOR	DELL	P2412H	CN0KG49T7426121C16KU	RANAFIS2012024	SCSO ID LAB STORAGE
MONITOR	DELL	P2412H	CN0KG49T7426121C0JFU	RANAFIS2012025	SCSO ID LAB STORAGE
CAMERA	CANON	EOS REBEL	213460607641	RANAFIS2012033	SCSO ID LAB STORAGE
CAMERA	CANON	EOS REBEL	213460607643	RANAFIS2012036	SCSO ID LAB STORAGE
BARCODE READER	SYMBOL	LS4208	S1011200502350	RANAFIS2012037	SCSO ID LAB STORAGE
BARCODE READER	SYMBOL	LS4208	S1011200500658	RANAFIS2012038	SCSO ID LAB STORAGE
BARCODE READER	SYMBOL	LS4208	S1107700504174	RANAFIS2012040	SCSO ID LAB STORAGE
BARCODE READER	SYMBOL	LS4208	S1107700504160	RANAFIS2012041	SCSO ID LAB STORAGE
DESKTOP	HP	EliteDesk 800	MXL4512CHL	RANAFIS2012052	SCSO ID LAB STORAGE
Duplexer	Xerox	Phaser 4510	097S03625ARX	RANAFIS2012079	SCSO ID LAB STORAGE
Printer	Xerox	Phaser 4510	ART392976F	RANAFIS2012083	SCSO ID LAB STORAGE
Camera	Canon	EOS Rebel	213640607642	RANAFIS2012084	SCSO ID LAB STORAGE
Camera	Canon	EOS Rebel	213640607644	RANAFIS2012085	SCSO ID LAB STORAGE
Printer Lexmark	LEXMARK		502609942007Y	RANAFIS2012109	SCSO ID LAB STORAGE
CAMERA	SONY	SNC-RZ50N	113512	RANAFIS2012028	SCSO RECORDS UNIT
Scanner	3M Cogent	CS500e	CS500 1146550	RANAFIS2012082	SCSO RECORDS UNIT
LAPTOP	DELL	LATITUDE E5520	JLHJLQ1	RANAFIS2012130	SCSO RECORDS UNIT

UPS	APC	ES 750 Master Control	3B1203X36580	RANAFIS2012110	
UPS	APC	ES 750 Master Control	3B1203X37436	RANAFIS2012111	
UPS	APC	ES 750 Master Control	3B1203X37426	RANAFIS2012112	
UPS	APC	ES 750 Master Control	3B1203X64284	RANAFIS2012113	

EXHIBIT D

- CAFIS Client 6.2
- CAFIS Server 6.1
 - Work-Group Manager
 - Work-Flow Manager
- Livescan 4.0
- 3M Cogent Mugshot Software
- Mobile ID
- Web ID
- WebArchive
- Symantec Anti-Virus software

END OF EXHIBIT D

EXHIBIT E

HOLD HARMLESS ADDENDUM
(ATTACH TO PURCHASE ORDER IF TRAINING, SUPPORT, OR SET UP SERVICES ARE PROVIDED AT A COUNTY WORKSITE)

Vendor: 3M Cogent

Date: _____

Equipment or goods to be purchased by County: 3M Cogent Hardware and Software Maintenance and Support.

Incidental Services to be provided by Vendor:

- | | | |
|---|---------------------------------------|-----------------------------------|
| <input type="checkbox"/> Fabrication | <input type="checkbox"/> Installation | <input type="checkbox"/> Delivery |
| <input type="checkbox"/> Set-up | <input type="checkbox"/> Testing | <input type="checkbox"/> Training |
| <input checked="" type="checkbox"/> Other: <u>Maintenance and Support</u> | | |

Notwithstanding the limitation of liability set forth in Section 12, and in consideration of County's purchase of Incidental Services from Vendor, Vendor provides this Hold Harmless Addendum with regard to the Incidental Services provided by Vendor:

Vendor agrees to indemnify, hold harmless, and defend County and its elected officials, officers, employees, volunteers, and agents from and against any and all loss or liability for any and all claims, causes of action, suits, proceedings, demands, fees, expenses, fines, and costs finally awarded (including without limitation, reasonable attorney's fees, costs, and disbursements) arising from any claims, actions, or proceedings brought against the County or its elected officials, officers, employees, volunteers, and agents by any third party ("Third Party Claims") arising from any personal injury or tangible personal property damage to the extent the injury or damage is directly caused by the negligent acts of Vendor in its performance of Incidental Services. This Vendor indemnity, hold harmless, and defense obligation shall not apply to Third Party Claims where, or to the extent that, personal injury or tangible personal property damage are caused by the negligence or intentional acts of County, its elected officials, officers, employees, volunteers, and agents.

County of Shasta

Vendor: 3M Cogent

By: _____

By: 


Name (Type or Print)

Chris Ede
Name (Type or Print)


IT Approved:


Gretchen Allen, Dep. Dir.

RISK MANAGEMENT APPROVAL

BY:  11/2/16
James Johnson
Risk Management Analyst

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL


Adam M. Pressman
Senior Deputy County Counsel