

## MASTER EQUIPMENT SALE AND SOFTWARE LICENSE AGREEMENT

This Master Equipment Sale and Software License Agreement ("Agreement") is entered into as of November 15, 2016 ("Effective Date") by and between 3M Cogent, Inc. ("3M Cogent") and the customer identified below ("Customer").

This Agreement consists of this signature page, the Basic Terms and Conditions and the following Exhibits, which are part of this Agreement and are incorporated herein by reference:

Exhibit A: Initial Order Schedule

Exhibit B: Form of Order Schedule for Future Orders

Exhibit C: Installation SOW – County Sheriff's Office Live Scan Upgrade Statement of Work

Exhibit D: Hold Harmless Addendum

Each party has read, understands and agrees to the terms and conditions of this Agreement.

Accepted and agreed by:

### 3M COGENT:

3M Cogent, Inc.

Company/Entity Name



Signature

Chris Ede

Print Name

VP Cogent

Title

Address for Formal Notice:

3M Cogent, Inc.

639 Rosemead Boulevard

Pasadena, CA 91107

ATTN: Contract Administrator

### CUSTOMER:

County of Shasta, a political subdivision of the State of California

Company/Entity Name

Signature

Print Name

Title

Address for Formal Notice

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_

APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL



Adam M. Pressman  
Senior Deputy County Counsel

IT Approved:

  
Gretchen Allen, Dep. Dir.

RISK MANAGEMENT APPROVAL

BY:  11/27/16

James Johnson  
Risk Management Analyst

## BASIC TERMS AND CONDITIONS FOR MASTER EQUIPMENT SALE AND SOFTWARE LICENSE AGREEMENT

The terms and conditions of this Agreement will apply to all Systems and Services identified on one or more Order Schedules.

### 1. DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings ascribed to such terms set forth below:

- 1.1 **"Acceptance Date"** has the meaning set forth in Section 3.3.
- 1.2 **"Cooperation"** has the meaning set forth in Section 5.5(a).
- 1.3 **"Documentation"** means such manuals, documentation and other supporting materials relating to the Systems as are currently maintained by 3M Cogent and provided to Customer hereunder.
- 1.4 **"Effective Date"** has the meaning set forth on the first page of the Agreement.
- 1.5 **"Equipment"** means the 3M Cogent hardware provided to Customer hereunder as part of a System.
- 1.6 **"Indemnification"** has the meaning set forth in Exhibit D.
- 1.7 **"Installation Date"** means: (a) for a System that 3M Cogent is responsible for installing pursuant to an Installation SOW, the business day that 3M Cogent installs such System in accordance with the relevant Documentation; (b) for all other Systems, the date that 3M Cogent ships such System to Customer; or (c) if no delivery is necessary, the effective date of the relevant Order Schedule.
- 1.8 **"Installation Services"** has the meaning set forth in Section 5.1.
- 1.9 **"Installation Site"** means the installation location for a System, as specified in the applicable Order Schedule.
- 1.10 **"Installation SOW"** means a statement of work specifying installation and customization services to be provided by 3M Cogent, among other terms, and which is attached hereto as Exhibit C.
- 1.11 **"Intellectual Property Rights"** means on a world-wide basis, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship including, without limitation, copyrights, moral rights and mask-works, (b) rights associated with trademarks, service marks, trade names and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) rights in domain names; (f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, and (g) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter existing, made or in force (including any rights in any of the foregoing).
- 1.12 **"Licensed Software"** means the 3M Cogent software, in object code form only, provided to Customer hereunder as part of a System, and any Documentation and Updates for such software provided to Customer hereunder.
- 1.13 **"Order Schedule"** means a document that specifies the System and Services to be provided hereunder and that is executed by both parties and attached hereto as an exhibit. The initial Order Schedule that specifies the initial System and Services to be provided hereunder is attached as Exhibit A. Each subsequent Order Schedule shall be completed in the form attached as Exhibit B hereto.
- 1.14 **"Services"** means, collectively, Installation Services, Support, Training and other services provided to Customer hereunder.
- 1.15 **"Support"** has the meaning set forth in Section 5.3.
- 1.16 **"Support Services Term"** means the first year after the Acceptance Date with respect to the applicable Order Schedule, plus any respective renewal terms.

**1.17 "System"** means the Equipment and the Licensed Software designated in an Order Schedule for delivery to Customer.

**1.18 "Technical Contact"** has the meaning set forth in Section 5.5(b).

**1.19 "Training"** has the meaning set forth in Section 5.2.

**1.20 "Update"** means a subsequent release of or error corrections or bug fixes related to the Licensed Software that 3M Cogent makes generally available to its licensees of the Licensed Software for no additional license fee. Updates do not include any release, option or future product that 3M Cogent separately licenses.

## **2. ORDERS**

**2.1 Orders and Order Acceptance.** During the term of this Agreement, Customer may request Systems and Services by signing and submitting to 3M Cogent a proposed Order Schedule in the form attached hereto as Exhibit B. Such requests shall be subject to System and Service availability, 3M Cogent's fees and policies in effect when such proposed Order Schedule is submitted, and acceptance by 3M Cogent. The terms and conditions set forth in this Agreement and in any Order Schedule will control in the event that there are different or additional terms set forth in any other ordering document submitted by Customer; further, to the extent that an Order Schedule specifically identifies an Agreement Section to be modified, the terms and conditions of any Order Schedule will control over any conflicting terms and conditions set forth in this Agreement.

**2.2 Order Changes.** Unless otherwise specified in this Agreement or an Order Schedule, any changes to an Order Schedule must be mutually agreed upon by the parties in writing, and may require a change in fees (including changes to reflect the inclusion, deletion or substitution of Systems or Services and 3M Cogent's costs for processing such change).

## **3. DELIVERY**

**3.1 Delivery.** 3M Cogent will make commercially reasonable efforts to meet any delivery date specified in the relevant Order Schedule. All Systems provided hereunder will be shipped to the Customer address designated in the relevant Order Schedule. In the absence of specific routing instructions, 3M Cogent reserves the right to select the common carrier and method of shipment for the Systems.

**3.2 Title and Risk of Loss.** All Systems provided hereunder will be delivered to Customer on an EXW (Origin) basis (INCOTERMS 2000), at which point title and risk of loss to Equipment and media will pass to Customer.

**3.3 Acceptance.** Acceptance of the System will occur upon the date (the "Acceptance Date") which is the earlier of (a) Customer's execution of a written certificate of acceptance, (b) 10 days after receipt of the System unless Customer provides 3M Cogent with a written statement of rejection, (c) the date that 3M Cogent demonstrates to Customer, by the successful completion of acceptance testing or otherwise, that the System substantially conforms to the specifications set forth in the applicable Order Schedule, and (d) the date Customer uses any part of the System for any purpose other than performing acceptance tests. In the event that the System fails to conform substantially to the acceptance criteria, if any set forth in the Order Schedule, 3M Cogent will have a reasonable time to remedy such non-conformance following 3M Cogent's receipt of written notice from Customer specifying in reasonable detail the nature of such non-conformance. In the event that 3M Cogent is unable to remedy such non-conformance, (i) Customer may accept the System on an "AS IS" basis, subject to a reasonable price adjustment, or (ii) Customer may return the System to 3M Cogent and receive a refund of amounts paid to 3M Cogent for the System. Acceptance will not be delayed for any minor non-conformance with the specification. Following acceptance, 3M Cogent will use reasonable efforts to correct any minor non-conformance that appeared during acceptance testing.

## **4. CHARGES AND PAYMENTS**

**4.1 Fees and Charges.** Customer agrees to pay the fees and charges for Systems and Services specified on the Order Schedules. 3M Cogent reserves the right to modify its prices at anytime during the term of this Agreement upon ninety (90) days advance written notice to Customer; however, a price increase will not affect any firm fixed orders placed by Customer prior to the date of the notice. Fees may include one-time or installment payments (for example, for Equipment, Installation Services and Licensed Software licenses) and recurring fees (for example, periodic charges for Support). Customer will additionally pay any additional charges outlined in an Order Schedule.

**4.2 Invoicing and Payment.** Fees and purchase prices are set forth on the applicable Order Schedule. Except as otherwise provided in Exhibit A, any amounts payable by Customer hereunder that remain unpaid after the due date will be subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate allowable by law from the due date until such amount is paid. Restrictive endorsements or other statements on checks accepted by 3M Cogent will not apply. If any invoice remains unpaid for a period of ninety (90) days after the due date, 3M Cogent may, without incurring liability of any sort and without limitation of any other available remedies, suspend performance hereunder. If any invoice remains unpaid for a period of one hundred and eighty (180) days or more after the due date, 3M Cogent may, without incurring liability of any sort and without limitation of any other available remedies, terminate this Agreement. Customer agrees to reimburse 3M Cogent for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

**4.3 Taxes.** All amounts payable under this Agreement are exclusive of tax. Customer will pay or reimburse 3M Cogent for all value-added, sales, use, property and similar taxes, and all other mandatory payments to government agencies of whatever kind imposed with respect to products or services provided by 3M Cogent under this Agreement or with respect to transactions under this Agreement, except taxes imposed on the net income of 3M Cogent. If a transaction is exempt from tax, Customer will provide 3M Cogent with a valid exemption certificate or other evidence of such exemption in a form acceptable to 3M Cogent. If Customer is required by law to deduct or withhold any taxes, levies, imposts, fees, assessments, deductions or charges from or in respect of any amounts payable hereunder to 3M Cogent, (a) Customer shall pay the relevant taxation authority the minimum amounts necessary to comply with the applicable law, (b) Customer shall make such payment prior to the date on which interest or penalty is attached thereto, and (c) the amounts payable hereunder shall be increased as may be necessary so that after Customer makes all required deductions or withholdings, 3M Cogent shall receive amounts equal to the amounts it would have received had no such deductions or withholdings been required.

## **5. SERVICES AND CUSTOMER COOPERATION**

**5.1 Installation.** 3M Cogent will provide System installation and customization services at the Installation Site to the extent specified in an Installation SOW (the "**Installation Services**"). Installation Services will be provided under 3M Cogent's standard installation and customization procedures for Systems in effect on the date of the applicable Order Schedule. Any installation or customization services requested by Customer beyond those specified in an Installation SOW shall be subject to the negotiation and execution of a separate Order Schedule and 3M Cogent's then-current policies and pricing.

**5.2 Training.** Any training services specified in an Order Schedule ("**Training**") will be provided under and subject to 3M Cogent's training offerings as of the date of such Order Schedule.

**5.3 Maintenance and Support.** Maintenance and Support shall be provided by 3M Cogent in accordance with the terms of an executed Hardware and Software Maintenance and Support Agreement by and between the Parties. Subject to the payment of applicable Support fees, 3M Cogent shall provide the support services specified in this Section 5.3 for the Licensed Software during the Support Services Term ("**Support**"). At the expiration of the initial Support Services Term, the Support Services Term shall be automatically renewed for successive one (1) year periods unless Customer notifies 3M Cogent in writing of its intent not to renew at least sixty (60) days prior.

**5.4 Additional Services, Contractors.** Any additional or supplemental services requested by Customer beyond those specified in an Order Schedule shall be subject to the negotiation and execution of a separate Order Schedule and 3M Cogent's then-current policies and pricing. 3M Cogent may use consultants or other contractors in connection with the performance of its obligations under this Agreement.

### **5.5 Customer Cooperation.**

(a) Customer acknowledges that Customer's timely provision of (and 3M Cogent's access to) Customer facilities, equipment, assistance, cooperation, and complete and accurate information and data from Customer's officers, agents and employees ("**Cooperation**") is essential to 3M Cogent's performance under this Agreement, and that 3M Cogent shall not be liable for any deficiency in performing hereunder if such deficiency results any delay or failure in Customer's provision of Cooperation or Customer's failure to perform an obligation hereunder. On-Site support will be scheduled with Licensee and will depend on availability of Licensee staff for all sites that require controlled access.

(b) Customer shall designate one of its technical employees to coordinate all activities with 3M Cogent under this Agreement (the "**Technical Contact**"). The Technical Contact shall be available at all reasonable times to provided and coordinate the provision of Cooperation and to make decisions on behalf of Customer.

(c) Without limitation of the foregoing, Customer shall provide 3M Cogent and its suppliers and contractors with free and safe access to the Installation Site and the Systems as reasonably necessary for 3M Cogent to perform its obligations under this Agreement. If Customer is aware of, or becomes aware of, the existence of any unsafe condition or hazardous material at the Installation Site, Customer shall promptly notify 3M Cogent of such condition in writing. The Installation Site shall be located in a secure area of Customer's facilities and, except as expressly provided in an Installation SOW, Customer shall be responsible for all site improvements, equipment, and services necessary to operate the Systems at the Installation Site (including, without limitation, air conditioning, electrical equipment/service and communication services (phone and network)). Notwithstanding anything to the contrary in this Agreement or any Order Schedule, Customer shall abate and remove any asbestos, hazardous material or other unsafe conditions at the Installation Site prior to the provision of any Services by 3M Cogent.

(d) To the extent permitted under applicable law and notwithstanding anything in this Agreement to the contrary, Customer shall indemnify, defend and hold harmless 3M Cogent, its employees and agents, from and against any and all claims, damages, liabilities and court awards (including costs, expenses, and attorney fees) arising from any alleged wrongful arrest, detainment, or other confinement by Customer or its employees, agents, subcontractors, or assignees.

## **6. LICENSED SOFTWARE**

**6.1 Limited License.** Subject to Customer's compliance with the terms and conditions of this Agreement, 3M Cogent hereby grants and agrees to grant to Customer a non-exclusive, non-transferable license (without the right to sublicense):

(a) to use the Licensed Software solely for Customer's own business operations, solely at the Installation Site and on the Equipment on which the Licensed Software is first installed (or, on a temporary basis, on a backup system at the Installation Location if such equipment is inoperative), consistent with the limitations specified or referenced in this Agreement, an Order Schedule and the Documentation;

(b) to use the Documentation provided with the Licensed Software in support of Customer's authorized use of the Licensed Software; and

(c) to make one copy of the Licensed Software solely for archival or backup purposes, provided that all titles and trademark, copyright and restricted rights notices are reproduced on all such copies.

**6.2 Restrictions.** Customer will not copy or use the Licensed Software (including the Documentation) except as expressly permitted by this Agreement. Customer will not modify the Licensed Software, except to the extent expressly approved in advance by 3M Cogent in writing. Customer may not sublicense, sell, lend, give, transfer, assign, rent or lease the Licensed Software or use the Licensed Software for third-party training, commercial time-sharing or service bureau use. Customer will not, and will not permit any third party to, reverse engineer, disassemble or decompile any Licensed Software, except to the extent expressly permitted by applicable law, and then only after (i) Customer has notified 3M Cogent in writing of its intended activities and the information sought and (ii) 3M Cogent fails to provide Customer with such information within a reasonable period of time following such notice. Customer will not remove, obscure, or alter any notice of patent, copyright, restricted rights, trade secret, trademark, or other proprietary right related to the Licensed Software. Customer hereby acknowledges and agrees that all Licensed Software is licensed and not sold to Customer.

**6.3 Transfer.** If the Equipment purchased hereunder is sold or assigned to a third party, Customer will remove all Licensed Software from such Equipment prior to delivery to the third party. 3M Cogent may grant the new owner or assignee a license to the relevant Licensed Software, provided that the new owner or assignee agrees to 3M Cogent's then-current Licensed Software license terms and conditions (including 3M Cogent's then-current fees) and such other terms as 3M Cogent may reasonably require.

**6.4 Verification.** At 3M Cogent's written request 3M Cogent may audit Customer's use of the Licensed Software electronically or at Customer's facilities. Any such audit at Customer's facilities will be conducted during regular business hours and no audit will unreasonably interfere with Customer's business activities.

## **7. OWNERSHIP**

3M Cogent will retain all rights, title and interest in and to the Intellectual Property Rights in the Systems and any derivative works thereof, subject only to the limited license set forth herein. Customer does not acquire any other rights, express or implied, in the Systems.

## **8. WARRANTIES AND REMEDIES**

**8.1 Warranties.** 3M Cogent hereby represents and warrants to Customer that:

(a) each piece of Equipment will be free from defects in materials and workmanship under normal use for a period of one (1) year from the Acceptance Date; and

(b) the Licensed Software will substantially operate in accordance with the specifications set forth in the applicable Order Schedule for a period of thirty (30) days from the Acceptance Date.

**8.2 Disclaimer.** THE WARRANTIES IN THIS SECTION 8 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, AND 3M COGENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. 3M Cogent does not warrant that the Systems will operate in combination with hardware, software, systems or data not provided by 3M Cogent or that the operation of the Systems will be uninterrupted or error-free. ALL EVALUATION, "BETA," AND PRE-PRODUCTION RELEASES OF EQUIPMENT OR SOFTWARE PROVIDED BY 3M COGENT TO CUSTOMER WILL BE PROVIDED UNDER THE TERMS OF A SEPARATE BETA AGREEMENT, BUT IN ANY CASE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND USE OF ANY SUCH RELEASE IN A PRODUCTION ENVIRONMENT IS AT CUSTOMER'S SOLE RISK.

**8.3 Exclusive Remedies.** Customer must report to 3M Cogent, pursuant to the notice provision of this Agreement, any breach of the warranties contained in Section 8.1 during the relevant warranty period. Customer's sole and exclusive remedies, and 3M Cogent's entire liability, will be:

(a) for a breach of the warranty in Section 8.1(a), the correction of the error or defect that caused the breach of warranty or, if 3M Cogent is unable to make the Equipment operate as warranted, the replacement of the defective Equipment; and

(b) for a breach of the warranty in Section 8.1(b), to correct or provide a reasonable workaround for Licensed Software errors that caused the breach of warranty or, if 3M Cogent is unable to make the Licensed Software operate as warranted, Customer will be entitled to terminate the license of the Licensed Software and recover the fees paid to 3M Cogent for such license.

**8.4 Warranty Claim Process.** All requests for warranty services hereunder must be submitted by Customer's Technical Contact. Before requesting warranty services hereunder, Customer shall exercise commercially reasonable efforts to determine the cause of the problem using Documentation, problem analysis procedures, and service request procedures provided by 3M Cogent. If Customer requests warranty services hereunder and 3M Cogent reasonably determines that there is no failure or that the services are outside the scope of the warranty, Customer shall pay for 3M Cogent's travel expenses and labor for such services at 3M Cogent's applicable per call and per man-hour rates then in effect. Customer shall maintain one or more detailed logs of all System failures, malfunctions, defects and other problems. Upon the completion of any warranty service hereunder, Customer shall update the logs to describe and reflect the warranty service performed. Customer shall allow 3M Cogent to inspect such logs at any time during normal business hours.

**8.5 Limitations.** 3M Cogent will have no liability or obligations under this Section 8 if (a) a breach of warranty is attributable in whole or in part to (i) abuse, misuse (including use of a System for purposes other than that for which it was not designed), alteration, relocation, neglect, accidental damage or unauthorized repair, modification or installation of a System, (ii) Customer's failure to continually provide and maintain a suitable installation and operation environment (including, without limitation, proper electrical power, air conditioning, and humidity control), or (iii) the use or attempted use of third party software, hardware, supplies or services by Customer other than that supplied and supported by 3M Cogent or (b) Customer fails to comply with Section 8.4. Replacement or repair of a System does not extend its warranty period beyond the original warranty expiration date. As a clarification to Section

8.5(a)(iii), third party software may be provided by 3M Cogent to Customer as a courtesy to Customer, e.g., Symantec Anti-virus software, but such third party software is not warranted by 3M Cogent under its Section 8.1(b) warranty or supported by 3M Cogent, nor is 3M Cogent responsible for deficiencies in such software or consequences of deficiencies in such third party software.

## **9. INFRINGEMENT INDEMNITY AND REMEDIES**

**9.1 Infringement Indemnity.** 3M Cogent will defend Customer against a claim that a System, as provided by 3M Cogent to Customer and used within the scope of this Agreement, infringes any United States copyright or incorporates any misappropriated trade secret (a "Claim"). 3M Cogent will pay any liabilities, costs, damages or expenses, including reasonable attorneys' fees, attributable to such a Claim that are awarded against Customer in a final judgment or settlement approved in advance and in writing by 3M Cogent, provided that Customer: (a) notifies 3M Cogent in writing within thirty (30) days of commencement of the Claim; (b) grants 3M Cogent sole control of the defense and settlement of the Claim; and (c) provides 3M Cogent with all timely assistance, information and authority required for the defense and settlement of the Claim. Customer may retain its own counsel, at its expense, to monitor the defense and settlement of the Claim.

**9.2 Exclusions.** 3M Cogent will have no obligations under Section 9.1 if (a) the infringement is caused by the use of any non-3M Cogent product, information, design, specification, instruction, software, data or material in combination with the System where such infringement would not have arisen but for such combination; (b) the infringement is caused by the modification of the System by a party other than 3M Cogent where such infringement would not have arisen but for such modification; or (c) the infringement is caused by the use of other than the current version of a Licensed Software, if the current version would be non-infringing and had been offered by 3M Cogent to Customer.

**9.3 Remedies.** If a System becomes, or 3M Cogent believes is likely to become, subject to a Claim, 3M Cogent will have the option, at its expense, to (a) modify the System to be noninfringing, or (b) obtain for Customer a license to continue using the System. If in 3M Cogent's sole judgment it is not commercially reasonable to perform either of the above options, then 3M Cogent may terminate any license for the allegedly infringing System and refund to Customer any purchase price or one-time software license fee paid for the System less an amount equal to the depreciated portion of such price or fee calculated on a five (5) year straight-line basis. THIS SECTION 9.3 SETS FORTH 3M COGENT'S SOLE OBLIGATIONS, AND CUSTOMER'S SOLE REMEDIES, IN THE EVENT OF ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY 3M COGENT OR THE PRODUCTS.

## **10. TERM AND TERMINATION**

**10.1 Term.** This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, shall continue for a period of three (3) years. Thereafter, this Agreement shall automatically renew for successive one (1) year periods, unless either party provides the other party with written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term.

**10.2 Termination of Agreement.** Either party may terminate this Agreement, any Order Schedule (or portion thereof) or any Licensed Software license upon written notice if:

(a) the other party materially breaches any material term or condition of this Agreement or the relevant Order Schedule and (i) fails to correct the breach within sixty (60) days following written notice specifying the breach or (ii) if such breach cannot reasonably be cured with such sixty (60) day period, has not commenced efforts to cure such breach within such sixty (60) day period;

(b) the other party applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets or such a receiver, trustee or liquidator is appointed; or the other party has filed against it an involuntary petition for bankruptcy that has not been dismissed within thirty (30) days thereof, or files a voluntary petition for bankruptcy, or a petition or answer seeking reorganization, becomes or is adjudicated insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors or seeks to take advantage of any law relating to relief of debtors; or

(c) Customer materially breaches its obligations under Section 6 or II.

**10.3 Effect of Termination.** Termination of this Agreement, any Order Schedule (or portion thereof) or any Licensed Software license will not limit either party from pursuing other remedies available to it, including injunctive

relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under any Order Schedule. The parties' rights and obligations under Sections 4 ("Charges and Payments"), 5.5(d) ("Customer Cooperation" indemnity), 6.2 ("Restrictions"), 6.3 ("Transfer"), 6.4 ("Verification"), 7 ("Ownership"), 8.2 ("Disclaimer"), 8.3 ("Exclusive Remedies"), 8.4 ("Warranty Claim Process"), 8.5 ("Limitations"), 9 ("Infringement Indemnity and Remedies"), 10 ("Term and Termination"), 11 ("Confidentiality"), 12 ("Limitation of Liability") and 13 ("General") will survive termination or expiration of this Agreement or any Order Schedule. Upon any termination arising out of Customer's breach of its payment obligations, 3M Cogent will have all the rights of a secured creditor, including, without limitation, the right to repossess the Systems, wherever found, and the right to enter the premises where the Systems are located and disconnect, render unusable and remove it. 3M Cogent shall not be responsible for the cost of restoring the location to its original condition.

**10.4 Perpetual License.** Notwithstanding Section 10.3, each license of Licensed Software granted pursuant to Section 6.1 will survive expiration of this Agreement subject to Customer's continued compliance with the restrictions and conditions contained herein and 3M Cogent's rights of termination under Sections 4.2, 8.3(b), 9.3, 10.2(a) and 10.2(c). Upon any termination of any license of Licensed Software, Customer will cease using, and will return to 3M Cogent or destroy, all copies of such Licensed Software.

## **11. CONFIDENTIALITY.**

Customer shall treat and hold the Licensed Software, Documentation, the terms and pricing of this Agreement, and any other information, data or documents of a confidential nature relating to the Systems or business of 3M Cogent (the "**Confidential Information**") in strict confidence and shall not make the Confidential Information available in any form to any third party for any purpose except to the extent necessary to perform an obligation hereunder. Customer shall treat and protect the Confidential Information with the same degree of care with which it would treat its own confidential information of a like nature, and in no case with less than a reasonable degree of care. Customer shall not use the Confidential Information for any purpose other than as expressly authorized under this Agreement and shall limit the disclosure of Confidential Information to those of its employees who have a need to know such Confidential Information and shall take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees in violation of the terms of this Agreement. It will not be a breach of this section if the Confidential Information is disclosed pursuant to subpoena or other compulsory judicial or administrative process, provided that Customer promptly notifies the 3M Cogent and provides reasonable assistance to 3M Cogent so that 3M Cogent may seek a protective order against disclosure.

## **12. LIMITATION OF LIABILITY**

To the extent permitted by applicable law, in no event will 3M Cogent be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, data, incurred by Customer or any third party, whether in an action in contract or tort, even if Customer has been advised of the possibility of such damages or if such damages are foreseeable. To the extent permitted by applicable law, in no event will 3M Cogent's liability for damages hereunder exceed the amounts actually paid by Customer to 3M Cogent under this Agreement. Customer acknowledges that the limitations of liability in this Agreement and the allocation of risk herein are an essential element of the bargain between the parties, without which 3M Cogent would not have entered into this Agreement. 3M Cogent's pricing reflects this allocation of risk and the limitation of liability specified herein.

## **13. INSURANCE**

13.1 Without limiting 3M Cogent's duties of defense and indemnification, 3M Cogent and its subcontractors, as applicable, 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 (or subcontractor) 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 Customer.

13.2 3M Cogent and its subcontractors 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 Customer, 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.

13.3 3M Cogent shall require its subcontractors to furnish satisfactory proof to Customer 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.

13.4 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 County 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 Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds. 3M Cogent agrees to provide to County thirty (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 his 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 County Certificate of Insurance as evidence of insurance protection before the effective 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, Customer may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

#### **14. GENERAL**

**14.1 Relationship Between the Parties.** This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties; the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall 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.

**14.2 Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of California 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 Southern 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.

**14.3 Force Majeure.** Neither party will be liable under this Agreement because of any failure or delay in the performance of its obligations (except for payment of money) on account of strikes, shortages, riots, fire, flood, storm, earthquake, acts of God, hostilities or any other cause beyond its reasonable control. 3M Cogent's inability to supply Equipment, Software, materials, products, technical data or services due to the inability to obtain or maintain required export authorization shall not constitute a breach of this Agreement and Customer hereby acknowledges this risk.

**14.4 Notice.** Any notice, request, demand or other communication required or permitted hereunder will be in writing and will be deemed to be properly given upon the earlier of (a) actual receipt by the addressee, (b) five (5) business days after deposit in the mail, postage prepaid, when mailed by registered or certified airmail, return receipt requested, or (c) two (2) business days after being sent via private industry courier to the respective parties at the addresses first set forth on the signature page above or to such other person or address as the parties may from time to time designate in a writing delivered pursuant to this Section.

**14.5 Severability and Waiver.** In the event that any provision of this Agreement (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision (or portion thereof) will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and remain in effect according to its stated terms and conditions. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

**14.6 No Assignment.** Customer may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of 3M Cogent. 3M Cogent shall be entitled to assign, transfer, delegate or otherwise dispose of its rights or obligations under this Agreement. Any purported assignment, transfer, delegation or other disposition by Customer will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

**14.7 Export Administration.** Customer agrees to comply fully with all relevant export laws and regulations (collectively, "Export Controls"). Without limiting the generality of the foregoing, Customer expressly agrees not to, and will require its representatives to agree not to, export, direct or transfer Systems, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

**14.8 Injunctive Relief.** Customer acknowledges that the breach of any provision of Sections 6 ("Licensed Software"), 7 ("Ownership") or 11 ("Confidentiality") shall cause irreparable injury to 3M Cogent, and agrees that 3M Cogent shall have the right to temporary, preliminary and permanent injunctive relief, without the necessity of proving actual damages or posting a bond, to prevent any such breach. In the event 3M Cogent is required to file a lawsuit or court action against Customer to prevent such breach, Customer agrees to pay 3M Cogent's reasonable attorney fees, expenses and court costs.

**14.9 Headings.** The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

**14.10 Entire Agreement.** This Agreement, the Exhibits hereto, and any documents referenced herein, including but not limited to, any Hardware and Software Maintenance and Support Agreement executed by and between the parties that is currently in effect, constitute the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement and any Order Schedule will supersede the terms in any Customer purchase order or other ordering document. Notwithstanding the foregoing, any restrictions on the use or exploitation of any Licensed Software in addition to those contained herein that are set forth in any unsigned or "shrinkwrap" license

included in any package, media or electronic version of 3M Cogent-furnished software will, as to such Licensed Software, supplement the restrictions contained herein.

**EXHIBIT A**  
**INITIAL ORDER SCHEDULE**

**CUSTOMER INFORMATION**

Customer Name: County of Shasta

Installation Site/Shipping Address: \_\_\_\_\_

| Product                               | Product Description         | Unit Purchase Price | Quantity | Total Price        |
|---------------------------------------|-----------------------------|---------------------|----------|--------------------|
| Crossmatch LS1000PX Half-Palm Scanner | Scanner                     | \$12,677.25         | 4        | \$50,709.00        |
| Desktop Computer                      | Computer                    | \$1,112.00          | 4        | \$4,448.00         |
| Livescan Version 5 Software           | Livescan Software           | \$3,000.00          | 4        | \$12,000.00        |
| Fixed Height Cabinet with Foot Pedals | Cabinet                     | \$3,441.00          | 1        | \$3,441.00         |
| Livescan Foot Pedal                   | Foot Pedal                  | \$49.00             | 8        | \$392.00           |
| UPS                                   | UPS                         | \$130.00            | 4        | \$520.00           |
| Symantec Anti-Virus Software          | Anti-virus Software         | \$50.00             | 5        | \$2500.00          |
| Professional Services                 | Livescan Installation       | \$1,200.00          | 4        | \$4,800.00         |
| Professional Services                 | RMS Interface Configuration | \$6,000.00          | 1        | \$6,000.00         |
|                                       | Freight                     |                     |          | \$600.00           |
|                                       | Tax (7.5%)                  |                     |          | \$5,382.00         |
| <b>TOTAL</b>                          |                             |                     |          | <b>\$88,542.00</b> |

As of the Effective Date of this Agreement, no software licenses are being purchased by the Customer under this Agreement. After the end of any applicable warranty term, any maintenance to be provided by 3M Cogent to Customer will be made available by 3M Cogent subject to the terms of a separately executed Hardware and Software Maintenance and Support Agreement by and between the parties.

A list of items shipped by 3M Cogent will be added as an addendum and will include serial numbers of equipment.

Minimum Specs for desktop computers:  
OS: Windows 10 Professional 64bit OEM.

Processor: Intel Core i7-4790 3.6GHz  
RAM: 8GB.  
HDD: 500GB

**INSTALLATION AND CUSTOMIZATION SERVICES**

Description: See Statement of Work attached hereto as Exhibit C.

**SPECIFICATIONS:** as described above or within SOW attached hereto as Exhibit C.

END OF EXHIBIT A

## EXHIBIT B

### FORM OF ORDER SCHEDULE FOR FUTURE ORDERS

This Order Schedule, entered into and effective as of \_\_\_\_\_, 20\_\_, is governed by the Master Equipment Sale and Software License Agreement between 3M Cogent and Customer dated \_\_\_\_\_.

#### CUSTOMER INFORMATION

Customer Name: \_\_\_\_\_

Installation Site/Shipping Address: \_\_\_\_\_

#### SYSTEMS

| System  | Serial Number | Equipment Purchase Price | Quondam Software License Fee | Number of Licensed Users, Workstations and/or Server CPUs | Annual Support Fee |
|---------|---------------|--------------------------|------------------------------|---|--------------------|
|         |               |                          |                              |   |                    |
|         |               |                          |                              |   |                    |
|         |               |                          |                              |   |                    |
|         |               |                          |                              |   |                    |
| TOTALS: |               |                          |                              |   |                    |

#### DELIVERY DATE

#### INSTALLATION AND CUSTOMIZATION SERVICES

- Description: See Installation SOW attached hereto as Attachment 1.
- Fees: \_\_\_\_\_

**SPECIFICATIONS** See Specifications attached hereto as Attachment 2

#### CUSTOMER

#### 3M COGENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**INSTALLATION SOW**

**“COUNTY SHERIFF’S OFFICE LIVE SCAN UPGRADE STATEMENT OF WORK”**

**COPY ATTACHED**

**EXHIBIT D**

**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 Livescan Equipment and Software License

Incidental Services to be provided by Vendor:

☐ Fabrication      ☒ Installation      ☒ Delivery  
☒ Set-up      ☒ Testing      ☐ Training  
☐ Other: \_\_\_\_\_.

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: \_\_\_\_\_

x   
By: \_\_\_\_\_

Name (Type or Print)

Chris Eden  
Name (Type or Print)

IT Approved:

  
Gretchen Allen, Dep. Dir.

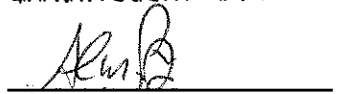
**APPROVED AS TO FORM  
SHASTA COUNTY COUNSEL**

**RISK MANAGEMENT APPROVAL**

BY: \_\_\_\_\_

James Johnson

Risk Management Analyst

  
Adam M. Freeman  
Senior Deputy County Counsel



**Exhibit C**  
**To Master Equipment Sale and Software License Agreement**

Dated 10-31-16

**County Sheriff's Office**  
**Live Scan Upgrade**  
**Statement of Work**

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3M Cogent Document # Pending (1)

## Contents

|          |   |           |
|----------|---|-----------|
| <b>1</b> | <b>Background</b>   | <b>5</b>  |
| <b>2</b> | <b>Objectives</b>   | <b>6</b>  |
| <b>3</b> | <b>Scope of Project</b>   | <b>6</b>  |
| <b>4</b> | <b>Tasks and Deliverables</b>   | <b>6</b>  |
| 4.1      | Task 1: Develop, Deliver and Install New Livescan Components at County and Agency Locations ..... | 7         |
| 4.1.1    | SubTask 2.a: Develop, Deliver, Install Livescan Software .....                                    | 7         |
| 4.2      | Task 6 Staff Training .....   | 8         |
| <b>5</b> | <b>Project Management</b>   | <b>8</b>  |
| 5.1.1    | Project Manager .....   | 8         |
| 5.1.2    | Project Schedule .....  | 9         |
| <b>6</b> | <b>System Hardware and Software</b>   | <b>10</b> |
| 6.1.1    | System Livescan Hardware .....  | 10        |
| <b>7</b> | <b>System Upgrade Requirements</b>  | <b>11</b> |
| <b>8</b> | <b>Ongoing Support Protocols</b>  | <b>12</b> |
| 8.1      | Warranty .....  | 12        |
| 8.2      | Maintenance Period .....  | 12        |
| 8.3      | Preventive Maintenance .....  | 12        |
| 8.4      | Remedial Maintenance .....  | 13        |
| <b>9</b> | <b>Acceptance Sign-Off Forms</b>  | <b>13</b> |
| 9.1      | Acceptance Sign-Off Form: .....   | 13        |

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## 1 Background

A. Shasta County Sheriff's Office: The Shasta County Sheriff's Office (SCSO) operates the County Jail, provides central arrest booking for all agencies in the county, and provides policing and law enforcement services for some municipalities and unincorporated areas of Shasta County. The Shasta County Jail, which has a maximum capacity of 381 beds and a functional capacity of 343, currently supports an intake rate of about 40/day. SCSO provides fingerprinting in association with arrestees, ex-felon sex offender, arson, and narcotics registrations and with civil applicant employment background checks, and associated automated tenprint identification services managed by the 3M Cogent Automated Fingerprint Identification System (CAFIS). The CAFIS also provides quick identification in the detention facilities' booking areas; accommodates remote latent input terminals, and handles queries from handheld fingerprint identification devices to law enforcement officers in the field. Booking Photo images are also captured from the livescans and the images are forwarded to the CAFIS in addition to populating the 3M Cogent Mugshot System (CMS). These systems interact together and were purchased from 3M Cogent (Consultant).

LiveScan Fingerprint Workstations: 3M Cogent LiveScan workstations are used by SCSO to capture tenprint fingerprint records and palmprint records in support of criminal arrests and statutorily required registrations, and tenprint records are captured using 3M Cogent LiveScan workstations for applicant background checks. A 3M Cogent LiveScan Workstation is also utilized by the Probation Department at Juvenile Hall. 3M Cogent LiveScan workstations at RPD and APD are used primarily for applicant background checks, but are configured for booking offenders and capturing mugshots.

The existing seven (7) 1000 ppi LiveScans, installed over eight years ago are utilizing end of life Windows XP processors and scanners which are nearing end of life. Some of the components, particularly the mugshot capture cameras and some of the cabinets are still functional and do not require replacement. These livescans are housed in 3M Cogent provided cabinets. Some existing equipment is aging and needs to be replaced. The SCSO, supported by recommendation from the Remote Access Network Board, is proceeding with replacing the aging livescan automated fingerprint devices within the County.

## **2 Objectives**

SCSO is expected to contract with 3M Cogent systems to provide upgraded software and hardware for the County's Livescan equipment to provide a contemporary system that provides the necessary processing capability and up to date operating systems that can accommodate current and future anticipated security requirements. The livescan functionality will remain essentially the same, with an enhancement to the mugshot capture process that permits booking officers to review the photo images for quality and consistency prior to submission. This statement of work is intended to provide an overview of responsibilities, schedule of work, process of development and delivery, and project management. The primary objective of the project is:

Development, delivery and installation of new Livescan components that will update the existing SCSO livescan systems. Additionally, an enhanced mugshot capture functionality, which permits final review of subjects photo images will be provided to SCSO and its client agencies.

## **3 Scope of Project**

3M Cogent will provide fully-integrated, upgraded, Livescans to perform the functionality of the existing 3M Cogent Automated Fingerprint Identification System (CAFIS) and the existing 3M Cogent Mugshot Management System (CMS). 3M Cogent will provide all necessary system hardware, software and programming, and will perform, complete, and deliver all work, tasks, deliverables, and/or other items in compliance with the Contract.

It is understood that, in the interest of providing the County with the most practical solutions for operational needs of the County and its client agencies, some minor modifications in equipment, service and processes may be required by the County. Necessary changes, consistent with the scope of the project, will be fully documented by the 3M Cogent Project Manager, and subject to approval.

## **4 Tasks and Deliverables**

#### 4.1 Task 1: Develop, Deliver and Install New Livescan Components at County and Agency Locations

Deliver and install new Livescan hardware and software with Mugshot capture at SCSO Main Adult Detention Facility, Sheriff's Records (two Livescans), Shasta County Juvenile facility, Sheriff's Day Reporting Center, Redding Police Department and Anderson Police Department.

Replace existing criminal Livescans in pre-existing custom cabinet at selected agencies and County locations.

List the agencies here.

|    | LSID | Agency/Location   | Comment   |
|----|------|---|---|
| 1. | W74  | <b>Shasta County Jail</b><br>1655 West Street<br>Redding, CA 96001  | Includes Cabinet Replacement<br>SNC-RZ50N Camera, Bridge Server, County Booking |
| 2. | W77  | <b>Shasta County Probation Dept. Juvenile Rehabilitation Center</b><br>2684 Radio Lane<br>Redding, CA 96001 | SNC-RZ50N   |
| 3. | W75  | <b>Shasta County Records</b><br>**New Location ** 300 Park Marina Circle<br>Redding CA 96001                | SNC-RZ50N, Xerox 4500 printer Prints FBI Applicant card.                        |
| 4. | W80  | <b>Shasta County Records</b><br>**New Location ** 300 Park Marina Circle<br>Redding CA 96001                |   |
| 5. | W79  | <b>Shasta County Work Release</b><br>**New Location ** 2425 Breslaur Way Redding Ca 96001                   | SNC-RZ50N   |
| 6. | W76  | <b>Redding PD Lobby</b><br>New Location<br>777 Cypress Ave, Redding, CA                                     |   |
| 7. | W78  | <b>Anderson PD</b><br>2220 North Street<br>Anderson, CA 96007   | SNC-RZ50N   |

##### 4.1.1 SubTask 2.a: Develop, Deliver, Install Livescan Software

The livescan software will include all existing CA DOJ Types of Transactions (TOT). Each livescan will include current, up to date Symantec Client AV Software, which can be verified by Shasta County IT (SCIT).

Incorporate all appropriate CA DOJ TOTs currently in use, in addition to "local" TOTs previously developed for for Shasta County, including:

- Applicant (APP)
- Criminal with Palm (CRM)
- Identification Only (IDN)
- Question of Identity (QID)
- Custody with Palm
- Registrant (REG)
- Juvenile (JUV-Local)
- Print Only (Local)
- Update (Local)

The Shasta Sheriff's Records Livescans will retain the card printing capability utilizing the pre-existing printer.

## 4.2 Task 6 Staff Training

Livescan Training. With the exception of mugshot capture, the livescans will retain the same functionality and capture sequence as the pre-existing livescans. The revised mugshot capture feature, which adds the user ability to review and retake mugshots requires minimal training. *Train the trainer* orientation will be provided to the available staff upon completion of each site installation by the Field Support Engineer. A single page addendum to the livescan operator user guide will be provided to Shasta County Sheriff in electronic copy for reproduction as required. The guide will also be documented in the Web Archive.

## 5 Project Management

### 5.1.1 Project Manager

The responsibilities of the 3M Cogent Project Manager include:

- Management of all 3M Cogent staff
- Management of all project activities
- Coordination and communication with County staff and County Project Manager
- Serving as primary liaison and coordinates all activity with County's Project Manager.
- Managing project tasks and assigned staff to ensure that tasks are being completed according to the schedule and Statement of Work.



- Coordinate training

### 5.1.2 Project Schedule

The proposed project schedule is submitted as a guideline for project task scheduling and project completion. The timeline will begin after final signatures and initiation by customer Project Supervisor. Schedule will follow the duration schedule outlined below (start and finish dates shown are for reference and to be applied using current dates).

| ID | TaskName   | Duration | Start       | Finish      | Predecessor | May  |     |      |      |      | June |
|----|--|----------|-------------|-------------|-------------|------|-----|------|------|------|------|
|    |  |          |             |             |             | 4/26 | 5/3 | 5/10 | 5/17 | 5/24 | 5/31 |
| 1  | Shasta 2015 Livescan Refresh                             | 19 days  | Mon 5/11/15 | Thu 6/4/15  |             |      |     |      |      |      |      |
| 2  | Project Initiation                                       | 0 days   | Mon 5/11/15 | Mon 5/11/15 |             |      |     | 5/11 |      |      |      |
| 3  | Confirm Schedule, Equipment & Staff                      | 2 days   | Tue 5/12/15 | Wed 5/13/15 | 2FS+1 day   |      |     |      |      |      |      |
| 4  | Equipment Procurement                                    | 7 days   | Wed 5/13/15 | Thu 5/21/15 | 3SS+1 day   |      |     |      |      |      |      |
| 5  | Livescan Processing Update                               | 7 days   | Fri 5/15/15 | Mon 5/25/15 |             |      |     |      |      |      |      |
| 6  | Confirm Requirements                                     | 1 day    | Fri 5/15/15 | Fri 5/15/15 | 3FS+1 day   |      |     |      |      |      |      |
| 7  | Livescan Software Update Development                     | 4 days   | Mon 5/18/15 | Thu 5/21/15 | 6           |      |     |      |      |      |      |
| 8  | Internal QC & Testing                                    | 2 days   | Fri 5/22/15 | Mon 5/25/15 | 7           |      |     |      |      |      |      |
| 9  | Equipment Prep for Shipping                              | 1 day    | Tue 5/26/15 | Tue 5/26/15 | 4,8         |      |     |      |      |      |      |
| 10 | Equipment Shipping to Site                               | 2 days   | Wed 5/27/15 | Thu 5/28/15 | 9           |      |     |      |      |      |      |
| 11 | Site Installations                                       | 2 days   | Mon 6/1/15  | Tue 6/2/15  | 10FS+1 day  |      |     |      |      |      |      |
| 12 | Shasta County Records 1525 Court Street                  | 1 day    | Mon 6/1/15  | Mon 6/1/15  | 10,8        |      |     |      |      |      |      |
| 13 | Shasta County Jail 1655 West Street<br>Redding, CA 96001 | 1 day    | Mon 6/1/15  | Mon 6/1/15  | 12SS        |      |     |      |      |      |      |
| 14 | Train the Trainer (Mugshot Module)                       | 1 day    | Mon 6/1/15  | Mon 6/1/15  |             |      |     |      |      |      |      |
| 15 | Shasta County Probation Dept. Juvenile                   | 1 day    | Tue 6/2/15  | Tue 6/2/15  | 13          |      |     |      |      |      |      |
| 16 | Day Reporting Center 1423 Court Street                   | 1 day    | Tue 6/2/15  | Tue 6/2/15  | 15SS        |      |     |      |      |      |      |
| 17 | Redding PD Lobby 1313 California Street                  | 1 day    | Tue 6/2/15  | Tue 6/2/15  | 16SS        |      |     |      |      |      |      |
| 18 | Anderson PD 2220 North Street Anderson                   | 1 day    | Tue 6/2/15  | Tue 6/2/15  | 17SS        |      |     |      |      |      |      |
| 19 | County Test for Acceptance                               | 2 days   | Wed 6/3/15  | Thu 6/4/15  | 11          |      |     |      |      |      |      |

## 6 System Hardware and Software

### 6.1.1 System Livescan Hardware

3M Cogent shall provide and install the following Livescan hardware & software.

| Component                   | Mfg               | Version / Description  | Qty |
|-----------------------------|-------------------|--|-----|
| <b>HARDWARE</b>             |                   |  |     |
| Livescan Computer           | HP Compaq         | 8300 Elite with capability for 2 ethernet ports<br>Note: 2 <sup>nd</sup> port/PCIE adaptor to be delivered for up to 7 devices at County's option.                               | 4   |
|                             | Intel             | Core i7 3770 (3.4 GHz, 8MB Cache)  | 4   |
|                             | HP Compaq         | 1 x 4 GB DDR3 SDRAM + 2 GB DIMM (8 GB total RAM)   | 4   |
|                             | HP Compaq         | 500 GB SATA - 7200 rpm   | 4   |
|                             | HP Compaq         | SuperMulti DVD±RW  | 4   |
|                             | Intel             | HD Graphics 4000   | 4   |
|                             | Intel             | Integrated Gigabit Ethernet  | 4   |
| Keyboard                    | HP Compaq         | USB Keyboard   | 0   |
| Mouse                       | HP Compaq         | USB Mouse  | 0   |
| Monitor                     | Elo Touch-Systems | Elo 1928L 19" Touchmonitor - Dark Grey Cabinet model. (County opts to retain existing monitors)  | 0   |
| Warranty                    | HP Compaq         | 3/3/0 Year WorldWide Limited Warranty  | 4   |
| Scanner Deck                | 3M Cogent         | LScan1000px --<br>FBI-certified scanner at 1000 ppi for single fingerprint rolls, single fingerprint flats, four finger slaps, upper and lower palm prints, writer's palm prints | 4   |
| Footpedals                  | 3M Cogent         | Footpedals   | 8   |
| Filler Block                | TBD               | Filler block to accommodate narrower 1000px scanner (if needed)  | 0   |
| LiveScan Cabinet            | 3M Cogent         | Refresh SCSO Booking Station Cabinet   | 1   |
| Optional Light Kit          | 3M Cogent         | 3 Point Lighting Kit (Optional)  | 0   |
| UPS                         | APC               | APC Power Saving Back-UPS 750  | 4   |
| <b>SOFTWARE</b>             |                   |  |     |
| Update Existing LiveScan    | Microsoft         | Windows 10 Professional License, 64-bit OS   | 4   |
| Client AV - Vendor Provided | Symantec          | Symantec client software with current, up to date definitions.   | 4   |
| Livescan License            | 3M Cogent         | LiveScan Series 5 License with Photo Module --<br>Capture and process forensic-quality finger data, demographic data, and mugshot.   | 4   |

## 7 System Upgrade Requirements

|     | Shasta County requirements   |
|-----|--|
| 1.  | Livescan capture - 1000ppi. TP and PP  |
| 2.  | <p>Mugshot Capture process</p> <ul style="list-style-type: none"> <li>Change position of "retake/confirm" buttons to avoid inadvertent re-capture and overwrite of frontal image with profile. <ul style="list-style-type: none"> <li>Should clearly state "recapture frontal, recapture profile, or recapture SMT"</li> </ul> </li> <li>Approval of mugshots before sending. This approval should require a manual "click" of mouse or screen touch, rather than "double click" of the foot pedal as currently done.</li> <li>Review screen – mugshots should be labeled. Frontal, Side profile, etc.</li> <li>Make primary frontal mug shot larger than the rest of the thumbnails to stand out as that is the most important image.</li> <li>Option to retake any mugshot before sending</li> <li>Mugshot Capture Workstations to remain the same on the existing workstations.</li> <li>Auto-face find for mug capture.</li> </ul> |
| 3.  | <p>I-7 Processor. Windows 10 64 Bit OS with 8GB RAM</p> <ul style="list-style-type: none"> <li>Consistent with County Standard</li> <li>Understood that Livescans may operate on 32 Bit.</li> <li>Other related applications, including CMS may be utilized on workstations.</li> <li>All applications fully compatible with IE11 and above</li> </ul>   |
| 4.  | Cabinets: Replace Shasta Jail livescan cabinet. Re-use remaining existing cabinets as noted, using filler blocks for scanner if necessary.   |
| 5.  | <p>User Log-on:</p> <ul style="list-style-type: none"> <li>User initiate logon with username.</li> <li>Logged in user should auto-populate "official taking prints" field when fingerprint capture begins. Automatic log-off/time-out option for configurable inactivity period.</li> </ul>  |
| 6.  | <p>System Management</p> <ul style="list-style-type: none"> <li>Incorporate centralized users in existing CAFIS Web-UGM for Sheriff Livescan.</li> <li>The ability to add users locally if the network is down and when network connectivity returns, user accounts will be synchronized.</li> </ul>   |
| 7.  | <p>Printers</p> <ul style="list-style-type: none"> <li>Configure existing printers as needed.</li> </ul>   |
| 8.  | Livescan must have adequate quality control measures to alert user of poor quality finger/palm image capture and admonition prior to overriding. A configurable quality threshold is desired. A report or log identifying poor quality prints and initiating officer is desired.   |
| 9.  | Provide UPS with each Livescan, & replace as required.   |
| 10. | Maintain sufficient stock of spare parts to ensure prompt (24 hour) remediation or replacement of failed components.   |
| 11. | County intends to conduct acceptance test on each livescan delivered.  |
| 12. | 3M Cogent to maintain an installable image of the approved Livescan configuration.   |
| 13. | Local TOT to take prints and Mugshot; only stays local (Shasta CAFIS). Used to re-take prints when not acceptable to latent examiners with ability to print.   |
| 14. | Provide step-by-step user guide for software version and updated guides for any changes  |

|     |  |
|-----|--|
| 15. | Provide current anti-virus software installed and configured to receive periodic automatic updates from a central server. Shasta County Information Department (SCIT) will be able to access these workstations to verify presence of anti-virus software and that updates are being applied.  |
| 16. | All Computers & Devices connected to the Shasta County Network (SCNET) in the upgrade will have an SCIT Inventory tag applied to them for Inventory and Network tracking purposes. These are referred to as ITID tags. When these units are replaced under warranty or maintenance agreements, the old ITID tag must be removed and given to SCIT and a new tag will be issued for the replaced device. Vendor will be responsible for providing the new equipment information to SCIT. Specification details include: hard disk size, RAM installed, CPU type, CPU speed, and "physical" location of device. The tags will be applied and managed by Shasta County staff. |
| 17. | Any and all equipment and software purchased must be disposed of in accordance with State and County disposal regulations, policies, and procedures which the County has provided to 3M Cogent in writing.   |

## 8 Ongoing Support Protocols

### 8.1 Warranty

All hardware and software procured for the County Livescans shall be warranted by 3M Cogent for a period of 12 months following written notification to 3M Cogent of system acceptance by the County. 3M Cogent will repair or replace any system component that fails, at no cost to the County, during the one (1) year warranty period. Support shall be provided 24 hours per day, seven days per week for locations #1 and #2 listed under 4.1 of this SOW. Locations #3 - #7 shall be provided support 8 hours per day, 5 days per week defined as Monday through Friday 8am – 5pm Pacific Coast Time.

### 8.2 Maintenance Period

Upon expiration of the warranty period, the County may, at its discretion, incorporate the provided hardware and software items into an existing Maintenance Agreement between 3M Cogent and County for the 3M Cogent Automated Fingerprint ID system. At least 90 days prior to expiration of the warranty period, 3M Cogent shall provide County with a written maintenance proposal containing specific terms of service, notice of the warranty expiration date and estimated costs of the proposed maintenance contract. The maintenance contract between 3M Cogent and the County will be renewable, on an annual basis, at the option of the County.

### 8.3 Preventive Maintenance

During the Warranty and Maintenance periods, the County Livescans will include preventive maintenance of all hardware and software listed in Table 6.1.1. 3M

Cogent will provide the County with a preventive maintenance schedule for equipment at each site. Preventive maintenance will be performed at a mutually agreeable time determined in advance in writing, so as to minimize interruption of the County's operations and will not normally exceed two (2) hours of system downtime per preventive maintenance session.

#### **8.4 Remedial Maintenance**

During the Warranty and Maintenance periods, the County Livescans will include remedial maintenance service consistent with any pre-existing Maintenance agreement and subsequent amendment(s).

### **9 Acceptance Sign-Off Forms**

#### **9.1 Acceptance Sign-Off Form:**



## Certificate of Acceptance

Customer: Shasta County Sheriff's Office

Contract #: Livescan Upgrade

Product Description: Installation of Contracted Livescan Components, provision of software and completion of services.

The undersigned accepts the products listed above and agrees that 3M Cogent Systems has fulfilled its obligations for such items. Warranty for the item(s) listed above shall commence on the date of final acceptance for all items listed within this Task .

### Acceptance:

Acceptance date as listed below represents the date 3M Cogent Systems, Inc. completed the installation of the delivered equipment and performed all the necessary services to receive payment under the agreement.

Date of acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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