AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of February 1, 2015 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Bell and Howell, LLC (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified company, experienced in the manufacture and support of incoming Vote by Mail signature verification and sorting systems hardware, software and related services; and

WHEREAS, in the judgment of the County of Sonoma, Clerk-Recorder-Assessor, it is necessary and desirable to employ the services of Contractor for equipment and software maintenance of the vote by mail signature verification and sorting system.

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

AGREEMENT

1. Scope of Services.

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is
satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Contractor’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor’s control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

2.1 Payment for Services Described in Exhibit B. Within thirty (30) days of the execution of this agreement, Contractor shall be paid the fixed price of $324,664 for all work specified. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of any sub task.

A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibit “B”, attached hereto and incorporated herein by this reference.

2.2 Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or, at County’s option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.3 Tax Withholding. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business
in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. **Term of Agreement.** The term of this Agreement shall be from February 1, 2015 to January 31, 2020 unless terminated earlier in accordance with the provisions of Article 4 below.

4. **Termination.**

   4.1 **Termination Without Cause.** Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

   4.2 **Termination for Cause.** Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may terminate this Agreement by giving Contractor written notice of such termination, to the extent any such failure or violation remains uncured thirty (30) days after Contractor was first notified in writing of such failure or violation.

   4.3 **Delivery of Work Product and Final Payment Upon Termination.** In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials which have been paid for and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

   4.4 **Payment Upon Termination.** Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.
4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Clerk-Recorder-Assessor Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor’s obligations under this Section apply whether or not there is concurrent negligence on County’s part, but to the extent required by law, excluding liability due to County’s conduct. In order to receive the benefit of such indemnification, County must provide Contractor with: (i) prompt written notice of any such threatened or actual claim; (ii) full authority to defend and settle any such claims with its own counsel, provided that County consent shall be required for any settlement or compromise that may impose any unindemnified or non-monetary liability on the County; and (iii) reasonable cooperation. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit “C”, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such
unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. **Representations of Contractor.**

9.1 **Standard of Care.** County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 **Status of Contractor.** The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 **No Suspension or Debarment.** Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, contractor has the obligation to inform the County.

9.4 **Taxes.** County is responsible for all applicable sales, use and value-added taxes in connection with the products and services provided by Contractor, and agrees to either reimburse Contractor for any such taxes paid by Contractor on County’s behalf or provide Contractor with County’s tax exemption certificate. Contractor agrees to file Contractor’s federal and state tax income and employment withholding tax returns and pay all applicable taxes on Contractor’s income along with all applicable withholding taxes for Contractor’s employees in connection with Contractor’s performance under this Agreement and shall be solely liable and responsible to pay such state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, income and FICA taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 **Records Maintenance.** Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are
compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved
party’s right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:  
County of Sonoma  
Attn: Gloria Colter  
435 Fiscal Dr.  
Santa Rosa, CA 95403

TO: CONTRACTOR:  
Bell and Howell  
Attention: Contract Administrator  
3791 South Alston Ave  
Durham, North Carolina 27713

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.


13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County
acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date

CONTRACTOR: ____________________________

________________________________________
By: _____________________________________
Name: ___________________________________
Title: ____________________________________
Date: ____________________________________

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____________________________________

Name: ___________________________________
Title: ____________________________________
Date: ____________________________________

APPROVED AS TO FORM FOR COUNTY:

By: _____________________________________

County Counsel

Date: 24 March 2015
EXHIBIT A - MASTER EQUIPMENT SERVICE AND SOFTWARE SUPPORT AGREEMENT

THIS MASTER EQUIPMENT SERVICE AND SOFTWARE SUPPORT AGREEMENT, with all attached Exhibits (the “Agreement”) is made and entered into as of the 1st day of February, 2015 (“Effective Date”) by and between the County of Sonoma, acting by and through the Sonoma County Clerk-Recorder-Assessor, with an address located at 435 Fiscal Drive, Santa Rosa, CA 95403 (“Customer”), and Bell and Howell, LLC, a Delaware Limited Liability Company with an address located at 3791 South Alston Avenue, Durham, North Carolina 27713 (“BH”).

Article 1 – Description of Services

1.1 Schedules. Maintenance and support services selected by Customer will be identified in an Equipment Service and Software Support Schedule (the “Schedule”), which by this reference is made a part hereof. Each Schedule shall be signed by Customer and BH and shall constitute a separate agreement which incorporates the terms and provisions of this Agreement. Each piece of equipment and any software covered under the terms of this Agreement shall be listed on a Schedule and shall be referred to respectively as the “Equipment” or the “Software”. “Equipment” shall refer to Equipment individually and collectively and “Software” shall refer to Software individually and collectively. If software (including software embedded in the equipment) or equipment is not listed on the Schedule, then BH shall have no obligation to service such equipment or software. The provisions of this Agreement shall control over any conflicting provisions in a Schedule.

1.2 Selection of Services. A description of service options (the “Services”) is attached to the Schedule as Exhibit 1. Customer may select one or more Services. BH will provide the Services selected. Notwithstanding anything contained herein to the contrary, Customer expressly understands that BH may substitute contractors for BH personnel.

1.2.A Limitations. BH shall not be responsible under this Agreement for the replacement or repair of any Equipment or Software damaged as a result of: (i) Customer’s failure to use the Equipment in a normal, ordinary and routine manner as intended, including, Customer’s use or installation of any part or product not meeting BH specifications and Consumable Parts; (ii) accident, neglect, misuse, site not meeting environmental specifications or non-performance by Customer of operator care and adjustment; (iii) power source deviations or failures; or (iv) service, repair or replacement of the Equipment or parts or any modification thereof, including any software update performed by anyone other than an authorized BH representative. BH shall have no obligation to service any software other than the most current version of such Software. Customer agrees to obtain such most current version at its sole expense. Further, Services provided under this Agreement shall not include any overhaul of the Equipment, move and/or de-installation of the Equipment or Software or part thereof. If Customer requests, BH may, at Customer’s expense, provide support services to perform any of the above listed limitations. If BH has already performed such services and BH determines that the need for such services was the result of one of the limitations set forth above, then BH may charge Customer its then current fees and expenses for those services.

1.3 Defined Terms. (a) “Regular Business Hours” shall mean the hours between 8:30 A.M. and 5:00 P.M. local time, Monday through Friday, excluding BH holidays; (b) “Preventive Maintenance” or “PM” shall mean the performance of periodic inspections of the Equipment and other services necessary to maintain the Equipment in good working order, including lubrication, cleaning and adjustment. Customer understands and acknowledges that, the Equipment is subject to ordinary wear and tear and periodic malfunctions that will require repairs. Ordinary wear and tear or periodic malfunctions shall not be deemed a breach of or failure to perform; (c) “Contracted Period of Maintenance” or “CPM” shall mean, unless otherwise stated in the Schedule, Regular Business Hours during which BH personnel shall provide the Services to Customers selecting Resident Service (as defined in the Schedule) or Priority Resident Service (as defined in the Schedule); (d) “Remedial Maintenance” or “RM” shall mean the repair or replacement (at BH’s option) of Equipment parts that fail; (e) “Consumable Parts” shall mean those Equipment parts which are generally expended or used up beyond their point of intended functionality during the normal operation of the Equipment. Consumable Parts include, but are not limited to, Equipment parts such as suction cups, postage printer sorts, cutting knives/blades, floppy disks, feed tires and ribbons; (f) “Non-Consumable Parts” shall mean those Equipment parts not defined as Consumable Parts; and (g) “Supplies” shall mean those items which by their nature are intended to be expended or used up during operation of the Equipment, including, but not limited to, ink and printer paper. The Services provided hereunder do not include the provision of any Supplies.

1.4 Supplemental Services. If BH begins to perform Services during CPM or Regular Business Hours, but is unable to complete such Services during the applicable time period, then BH will offer Customer the option of completing the Services immediately or during the next CPM or Regular Business Hours. If Customer elects to have the Services completed immediately, then BH shall bill Customer for the time required to complete such Services at rates set forth in BH’s then-current Labor and Travel Rates Policy (“LTRP”), the terms of which are incorporated by reference herein. If Customer elects to have the Services completed during the next CPM or Regular Business Hours (whichever is applicable to the Services selected), then Customer shall not incur any additional charges except as set forth herein.

1.5 Emergency Services. If Customer requires emergency maintenance or repair services outside of the CPM or Regular Business Hours, then, BH will provide services pursuant to its then current “7x24 Service Plan” as defined in the LTRP.

1.6 Third Party Products. To the extent Customer has engaged BH to provide Services on products other than BH manufactured products (“Third Party Products”) for which BH is not an authorized service provider, Customer acknowledges that BH may not be authorized to access certain elements of the Third Party Products without prior authorization from the original equipment manufacturer (“OEM”). In such event, Customer shall be responsible for obtaining such authorization from the OEM necessary for BH to legally access any
Article 2 – Customer Responsibilities

2.1 **Access.** Customer agrees to give BH access to the Equipment and Software during Regular Business Hours or CPM (whichever is applicable to the Services selected) to provide all Services provided hereunder. Customer further agrees to provide BH access to additional information, facilities and resources as may be necessary for BH to provide the Services contemplated. If Customer fails to provide BH access to service the Equipment and Software, then BH shall have no responsibility to perform Services or provide credits, if applicable.

2.2 **Updates.** Customer shall purchase and install all Equipment and Software updates recommended by BH to keep the Equipment and Software in good working order. If Customer decides not to purchase and install the recommended Software updates, then upon thirty (30) days notice to Customer, BH, at its sole discretion, may terminate or alter its services, including service fees charged, under this Agreement or any applicable Schedule.

Article 3 – Term and Termination

3.1 **Term of Master Agreement.** The term of this Agreement shall commence upon the execution date hereof and shall continue until (i) the obligations of Customer under every Schedule is fully discharged and (ii) either party provides thirty (30) days prior written notice of termination.

3.2 **Term of Schedule.** Unless otherwise stated on the Schedule, each Schedule shall have an initial term of one year, commencing on the Start Date of Services (as defined in the Schedule) and ending on the day preceding the next anniversary thereof ("Term"). The Term shall automatically renew for successive one (1) year periods (each a "Renewal Term"). Either party may terminate a Schedule effective the last day of the then current Term or Renewal Term by providing ninety (90) days prior written notice to the other party of its intent to terminate the Schedule. The parties may terminate a Schedule at any time by mutual written consent of the parties.

Article 4 – Payment Terms

4.1 **Payment.** Customer shall pay to BH the "Service Fees" as set forth in the Schedule. BH will invoice Customer for each installment of the Service Fees and any other charges payable by Customer, and Customer shall pay each invoice within thirty (30) days after the date of invoice. Payments received by BH after thirty (30) days after the date of the invoice date shall be subject to a per diem interest charge at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less. Customer shall be responsible for paying all applicable taxes.

4.2 **Changes in Service Fees.** At the end of each current Term year or Renewal Term Year, BH shall have the right to change the Service Fees charged to Customer. Further, BH may adjust the Service Fees prior to the end of the then current Term or Renewal Term Year for changes to the specifications for the Services, changes in volume usage, if Customer or any third party makes any changes to the Equipment or Software, or in accordance with Section 2.2.

Article 5 – Reserved

Article 6 – Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BH MAKES NO WARRANTIES, WRITTEN OR ORAL, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Article 7 – Limitation of Liability

7.1 **Reserved**

7.2 **Limitations.** IN CONNECTION WITH THIS AGREEMENT AND THE RESPECTIVE SCHEDULE, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, HAVE ANY LIABILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, OR LOSS OF BUSINESS OR BUSINESS INTERRUPTION) REGARDLESS OF ANY NEGLIGENCE OR FAULT ON THE PART OF THE PARTY, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR ASSIGNS, EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND ANY SUCH CLAIM IS HEREBY WAIVED BY THE PARTIES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BH HEREUNDER EXCEED TWO MILLION DOLLARS ($2,000,000).

Article 8 – Nondisclosure; Non-Solicitation

8.1 **Nondisclosure.** BH and Customer each agree that the performance of this Agreement will result in the disclosure to each other of information not generally known by third parties and treated as proprietary ("Confidential Information"). Neither party shall, without the written consent of the other party, divulge, communicate, or use in any way (except as permitted by this Agreement) the Confidential Information of the other party, and each party shall utilize the same degree of care and precaution as each utilizes with respect to its own proprietary information to prevent the unauthorized disclosure of the other party's Confidential Information. All service manuals, technical bulletins, price lists, system schematics and machine drawings used in the performance of this Agreement are the Confidential Information and property of BH. The term "Confidential Information" shall not include, and the obligations of this Section shall not apply to, any information which: (a) at the time of disclosure to the recipient party, is in the public knowledge; (b) after disclosure, becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement or by fault of the recipient party; (c) was lawfully in the recipient party's possession (as reflected by its written records) at the time of disclosure by the disclosing party, and which was not acquired, directly or indirectly, from the disclosing party; (d) the recipient party can demonstrate by written documents resulted from its own research and development, independent of disclosure from the disclosing party; or (e) was received by the recipient party from third parties not under an obligation not to disclose such information. The provisions of this Article 8 shall survive the expiration or termination of this Agreement for any reason.
8.2 **Covenant of Non-Solicitation.** During the Term of this Agreement or any Schedule attached hereto and for a period of one year after the termination or expiration of this Agreement or any Schedule attached hereto, Customer will not directly or indirectly, on behalf of itself, or on behalf of any person, firm, partnership, corporation, association or entity, call upon any employee, consultant or representative of BH, including, without limitation, any Resident Technician (as defined in the Schedule) or any Priority Resident Technician (as defined in the Schedule) who is such during the Term of this Agreement or any Schedule attached hereto (the “Workforce”), for the purpose of soliciting or inducing the Workforce to discontinue its relationship with BH or to establish a relationship with Customer. Violation of this provision shall constitute an event of default and BH shall have the right to terminate this Agreement.

**Article 9 - Default And Termination**

9.1 **Assignment and Insolvency.** Either party shall have the right to terminate this Agreement immediately upon delivering to the other party or its representative written notice of such termination if the other party: (i) attempts to transfer, assign, pledge or hypothecate this Agreement or any right or obligation hereunder, except as provided in Section 10.6 hereof; or (ii) files a petition for bankruptcy by or against the other party, which petition is not dismissed within ninety (90) days after its filing; or (iii) appoints a receiver or conservator with respect to the other party's assets, which appointment is not dissolved within sixty (60) days; or (iv) commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to it or any such proceeding is commenced against either party which is not dismissed for a period of sixty (60) days.

9.2 **Monetary Defaults.** If Customer fails to pay any amount due hereunder when such amount shall become due, then BH may, upon five (5) days prior written notice to Customer, terminate this Agreement if such failure to pay is not cured within five (5) days after Customer receipt of such notice.

9.3 **Non-Monetary Defaults.** Except in the case of a default specified in Sections 9.1 or 9.2 hereof, the non-defaulting party (the “Non-Defaulting Party”) may terminate this Agreement for failure by the defaulting party (the “Defaulting Party”) to perform or adhere to any of its obligations under this Agreement if after notifying the Defaulting Party of such default the Defaulting Party does not cure such default within thirty (30) days; provided, however, that, where a given default, by its nature, would require more than thirty (30) days to cure, the Defaulting Party shall be deemed to have cured such default if, prior to the termination of said thirty (30) day cure period, the Defaulting Party has taken reasonable steps sufficient to effect the cure and thereafter continues in good faith to take actions sufficient to eliminate the default as soon as practicable.

9.4 **Cross Default.** If Customer is in default under the terms of any other agreement with BH and such default is not cured within the applicable cure period, then BH shall have the right to terminate this Agreement or any respective Schedule upon thirty (30) days notice to Customer.

9.5 **Obligations Upon Termination.** Notwithstanding the expiration or other termination of this Agreement, neither BH nor Customer shall be released from any obligation that accrued prior to the date of such expiration or termination, including, but not limited to, the obligations of Customer to pay BH for any and all Services performed in accordance with the terms of this Agreement. The acceptance of orders from Customer or the performance of any Services for Customer or any other act after termination of this Agreement shall not be construed as a renewal of this Agreement for any further term nor as a waiver of the termination hereof.

**Article 10 - Miscellaneous**

10.1 **Force Majeure.** Neither party shall incur any liability of any kind by reason of any delay or failure to perform all or any part of this Agreement due to causes beyond its reasonable control, including, but not limited to, compliance with regulations, orders or instructions of any federal, state or municipal government or any department or agency thereof, acts of God, acts or omissions of either party or either party’s employees or agents which are not contemplated in its performance of this Agreement, acts of civil or military authority, civil disorder or disturbance, acts of public enemies, problems arising in transportation (including car or truck shortages), civil insurrection strikes, labor disputes, embargoes, war, riot, or failure of suppliers to make timely deliveries of materials or services.

10.2 **Customer’s Instructions.** During the Term, when BH’s employees and agents are on Customer’s premises, BH shall use commercially reasonable efforts to cause its employees and agents to obey all reasonable businesslike instructions and directions that Customer issues concerning Customer’s business operations. Customer shall provide BH with Customer’s policy and procedures.

10.3 **Compliance With Anti-Bribery Provisions.** BH and its subsidiaries are operating in accordance with and have a compliance program in place which reflects a strict no-bribery policy in keeping with the United States Foreign Corrupt Practices Act and other applicable laws, including those of other countries. By signing this Agreement, Customer confirms and certifies that it understands and will follow the requirements of these laws. BH shall have the right to terminate this Agreement immediately if it has reason to believe that there has been an actual or potential violation of any laws related to anti-bribery, and to fully follow all reporting or other guidelines in the law.

10.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with, but not the conflict, laws of the State of California. Any term or provision hereof that may be invalid or unenforceable under the laws of any state or other jurisdiction shall not affect the validity or enforceability of this Agreement and its remaining terms and provisions and such invalid or unenforceable term or provision may be changed to the extent reasonably necessary to make it valid and enforceable or it shall be deemed not to be part of this Agreement.

10.5 **Alternative Dispute Resolution.** Any dispute or claim arising out of or relating to this Agreement may be submitted to either party to binding arbitration pursuant to the rules and regulations of the American Arbitration Association (as applying to the arbitration of a commercial dispute). The expenses of arbitration shall be paid by the non-prevailing party or in a proportion as such arbitrators may decide.
10.6 **Notices.** All notices under this Agreement shall be in writing and shall be delivered personally, by facsimile transmission, by certified or registered mail, postage prepaid, or any other courier delivery system and shall be deemed received in the case of personal delivery or overnight courier, when delivered and in the case of mailing, on the fifth (5th) day after mailing. All notices sent to BH shall be sent to: Bell and Howell, 3791 South Alston Avenue, Durham, North Carolina 27713, Attention: Contract Administrator, and all notices to Customer shall be sent to the address stated at the beginning of this Agreement. Any party may change its address for receiving notice by providing written notice to the other party.

10.7 **Assignment.** Customer shall not assign any rights or obligations under this Agreement or any Schedule without prior, written consent of BH, which consent shall not be unreasonably withheld.

10.8 **Successors and assigns.** This Agreement and each Schedule hereunder shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties.

10.9 **Reserved**

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

BELL AND HOWELL, LLC

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

SONOMA COUNTY CLERK-RECORDER-ASSESSOR

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________
Exhibit B - Equipment Service and Software Support Schedule Number 40021200

Customer: SONOMA COUNTY CLERK-RECORDER-ASSESSOR  
Start Date of Services: 02/01/2015

End Date of Services: 01/31/2020

Site (Equipment Site Address):  
SONOMA COUNTY CLERK-RECORDER-ASSESSOR  
435 FISCAL DR  
SANTA ROSA, CA - 95403-2820  
USA

Invoice To Address:  
SONOMA COUNTY CLERK-RECORDER-ASSESSOR  
585 FISCAL DR, ROOM 103  
SANTA ROSA, CA - 95403-2820  
USA

THIS EQUIPMENT SERVICE AND SOFTWARE SUPPORT SCHEDULE (the "Schedule") by and between Bell and Howell, LLC ("BH") and Customer is entered into pursuant to the terms and conditions of that certain Master Equipment Service and Software Support Agreement by and between BH and Customer dated 02/01/2015 (the "Agreement"), which is incorporated by reference herein. Unless otherwise defined herein, all defined terms used in this Schedule shall have the same meaning ascribed to them in the Agreement.

1. **Term.** This Schedule shall be effective upon the Start Date of Services as set forth above and shall continue for a period of five (5) years unless otherwise stated above (the "Term").

2. **Service Coverage.** See Service Coverage List in section 2.1 (attached). Equipment and Software Services are described in Exhibit 1, attached hereto and by this reference made a part hereof.

3. **Service Fees.** Customer shall pay to BH a Service Fee of $298,541.10 as set forth in Section 2.1 (attached). Such Service Fee shall be paid in installments based on the payment option selected. If a payment option is not selected, the selection will default to annual installments. Service Fee is exclusive of applicable taxes, which will be invoiced with Service Fee. Equipment that reaches its 7th and/or 12th year of age from the original manufacture date during the Term hereof is subject to maturity surcharges of five percent (5%) and ten percent (10%) of the applicable annual Service Fees, respectively. Such surcharge(s) shall be reflected in the total Service Fee hereunder.

   **Payment Options:** (Each installment is due in advance of the period in which the services will be provided)
   - ☒ 5 Year Lump Sum    = $298,541.10

   Please check if applicable to Customer with respect to this Schedule:
   - ☐ Customer requires a Purchase Order be issued before an invoice may be paid. Accordingly, Customer agrees to issue such a Purchase Order upon signing this Schedule and return such Purchase Order with this Schedule to BH.

4. **Compliance With Anti-Bribery Provisions.** BH and its subsidiaries are operating in accordance with and have a compliance program in place which reflects a strict no-bribery policy in keeping with the United States Foreign Corrupt Practices Act and other applicable laws, including those of other countries. By signing this Schedule, Customer confirms and certifies that it understands and will follow the requirements of these laws. BH shall have the right to terminate this Schedule immediately if it has reason to believe that there has been an actual or potential violation of any laws related to anti-bribery, and to fully follow all reporting or other guidelines in the law.

5. This Schedule may be modified or amended only by a subsequent written instrument mutually agreed to and signed by authorized representatives of the parties hereto expressly superseding the provisions hereof. Any modification or amendment, including, but not limited to, changes to Sections 2, may affect the Service Fees hereunder.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall be deemed for all purposes to constitute one and the same instrument.

IN WITNESS WHEREOF, BH and Customer, each acting under due and proper authority, have executed this Schedule as of the date set forth below.

BELL AND HOWELL, LLC  
By: ___________________________  
Name: _________________________  
Title: ___________________________  
Date: ___________________________

SONOMA COUNTY CLERK-RECORDER-ASSESSOR  
By: ___________________________  
Name: _________________________  
Title: ___________________________  
Date: ___________________________
## Section 2.1.A - Equipment Maintenance Services Coverage List

(Per Year)

<table>
<thead>
<tr>
<th>EQUIPMENT &amp; MODEL</th>
<th>SERVICE I.D. NO.</th>
<th>SERIAL NO.</th>
<th>SERVICE TYPE</th>
<th>PM INSPS.</th>
<th>RM CALLS</th>
<th>PARTS</th>
<th>AGE</th>
<th>CONTRACTED PERIOD OF MAINTENANCE (CPM)</th>
<th>RESPONSE TIME</th>
<th>TOTAL SERVICE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apex Sorter</td>
<td>100075A</td>
<td>0909337</td>
<td>Priority Service Plus</td>
<td>Bi-Monthly</td>
<td>ALL</td>
<td>YES</td>
<td>5.42</td>
<td>8:30A - 5:00PM M - F</td>
<td>4 HOUR</td>
<td><strong>$33,158.22</strong></td>
</tr>
</tbody>
</table>

**TOTAL EQUIPMENT SERVICE FEES**

(Exclusive of Taxes) **$33,158.22**

### Section 2.1.B - Software Services Coverage List

(Per Year)

<table>
<thead>
<tr>
<th>SOFTWARE DESCRIPTION</th>
<th>SERVICE I.D. NO.</th>
<th>SERIAL NO.</th>
<th>CONTRACTED PERIOD OF MAINTENANCE (CPM)</th>
<th>SERVICE TYPE</th>
<th>TOTAL SERVICE FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inbound1 Software Sub</td>
<td>100075AIN1</td>
<td>0909337</td>
<td>8:30A - 5:00PM M - F</td>
<td>Software Maintenance</td>
<td><strong>$2,000.00</strong></td>
</tr>
<tr>
<td>Inbound2 (reader) Software Sub</td>
<td>100075AIN2</td>
<td>0909337</td>
<td>8:30A - 5:00PM M - F</td>
<td>Software Maintenance</td>
<td><strong>$5,000.00</strong></td>
</tr>
<tr>
<td>Networking Site Software Sub</td>
<td>100075ANW</td>
<td>0909337</td>
<td>8:30A - 5:00PM M - F</td>
<td>Software Maintenance</td>
<td><strong>$4,550.00</strong></td>
</tr>
<tr>
<td>Vote BY Mail Software Sub</td>
<td>100075AVBM</td>
<td>0909337</td>
<td>8:30A - 5:00PM M - F</td>
<td>Software Maintenance</td>
<td><strong>$15,000.00</strong></td>
</tr>
</tbody>
</table>

**TOTAL SOFTWARE SERVICE FEES**

(Exclusive of Taxes) **$26,550.00**

**AGREEMENT EQUIPMENT AND SOFTWARE SERVICE FEES:** **$59,708.22** (per year)

**TOTAL AGREEMENT EQUIPMENT AND SOFTWARE SERVICE FEES:** **$298,541.10** (for 5 years)
EXHIBIT 1
Customer Services
Description of Service Options

The following terms shall have the meaning ascribed to them below:

1. “Equipment Services” shall include:

   “Priority Service Plus” - During the Contracted Period of Maintenance (CPM) excluding holidays, if requested by Customer, BH shall dispatch a technician to perform, pursuant to the Schedule, Preventive Maintenance inspections and Remedial Maintenance calls. During any Remedial Maintenance call or Preventive Maintenance call, the technician shall replace, without additional charge to Customer, as reasonably necessary, Non-Consumable Parts. Operator error, routine set-up, and repeated operator training are not included in the number of inspections or calls listed on the Schedule. BH shall bill Customer, (at BH's then current rates for labor plus BH's list price for any Equipment parts) for any Services required as a result of operator error, routine set-up and repeated operator training.

2. Software Maintenance Services: The following terms shall have the meaning ascribed to them below:

   (2.1.a) “Telephone and E-Mail Assistance”. – BH shall provide Customer with a toll-free telephone number that will enable designated Customer employees to (i) call BH for general assistance, (ii) obtain answers to specific software questions, and (iii) receive aid in diagnosing suspected software problems. BH will respond to requests for assistance made by Customer via telephone or e-mail. Telephone support shall be available between 8:30 a.m. and 5 p.m., Eastern Standard Time, Monday through Friday, excluding BH holidays.

   (2.1.b) “Remote Diagnostic Service”. - BH, at its sole discretion, may employ remote telephony techniques in an effort to enhance the diagnostics process. Customer agrees that any remote diagnostic ancillary equipment and/or Software (collectively, the “RD”) and or software furnished by BH shall remain the property of BH. Customer agrees to provide adequate protection for the RD, including, but not limited to protection against theft, physical damage by Customer's personnel, and reasonable protection against natural elements. Customer further agrees that, upon discontinuance of RD service, BH may remove and / or disable the RD at any time after proper notice of discontinuance to BH. Customer is responsible for any charges for phone line installation or monthly usage.

   (2.1.c) “Maintenance Releases”. – BH may periodically prepare and provide to Customer software fixes or patches that are otherwise not separately marketed or priced (the “Maintenance Releases”). Customer will be solely responsible for integrating Maintenance Releases into Customer’s Equipment and Software environment. BH may at its sole discretion charge a fee for Maintenance Releases that provide new functionality.

   (2.1.d) “Documentation Configuration Management”. – BH will periodically send to customer the latest revision of the operator's manual (the "Update"). BH may send the Update by either hard copy or electronic media. Customer is responsible for placing the Update in the correct manual and for properly maintaining said manual.

   (2.1.e) “Enhancement Releases”. – BH may periodically prepare and provide to Customer enhancements or additional features that are otherwise not separately marketed or priced (the “Enhancements”). Customer will be solely responsible for integrating Enhancements into Customer’s Equipment and Software environment. BH may at its sole discretion charge a fee for Enhancements that provide new functionality.

“Options” (Separately priced) shall include:

“Expanded Telephone Support Hours”. Telephone and e-mail support as listed in Section 2.1.a above, available on a 7 x 24 basis, excluding BH holidays.
Exhibit C

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance
   a. Required if Contractor has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Contractor is responsible for any deductible or self-insured retention.
   d. County of Sonoma, its Officers, Agents, and Employees shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
   e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
   f. The policy definition of “insured contract” shall include assumptions of liability arising
out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.

h. Required Evidence of Insurance:
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

3. Automobile Liability Insurance
   a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
   b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
   c. Insurance shall cover hired and non-owned autos.
   d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance
   a. Minimum Limit: $1,000,000 per claim or per occurrence.
   b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance.
   c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
   d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
   e. Required Evidence of Insurance: Certificate of Insurance.

5. Standards for Insurance Companies
   Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation
   a. The Certificate of Insurance must include the following reference: Vote by Mail equipment and software maintenance.
   b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
   c. The name and address for Additional Insured endorsements and Certificates of Insurance
is: County of Sonoma, its Officers, Agents and Employees, 585 Fiscal Dr, Room 103, Santa Rosa, CA 95403.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, before expiration or other termination of the existing policy.

e. During the Term of the Agreement, Contractor shall provide prompt written notice if: (1) any of the required insurance policies is terminated without renewal; or (2) the limits of any of the required policies are reduced below the minimum amounts required hereunder.

7. **Policy Obligations**
   Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. **Material Breach**
   If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and seek to obtain damages from Contractor resulting from said breach. These remedies shall be in addition to any other remedies available to County.