

Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 1st Day of April, 2016 by and between VIGILANT Solutions Inc., a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite #101, Livermore, CA 94551 ("VIGILANT") and CITY of Fresno, a municipal corporation ("CITY").

WHEREAS, VIGILANT designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, VIGILANT provides access to license plate data as a value added component of the VIGILANT law enforcement package of license plate recognition equipment and software;

WHEREAS, CITY will separately purchase License Plate Recognition ("LPR") hardware components from VIGILANT and/or its authorized reseller for use with the Software Products (as defined below); and

WHEREAS, CITY desires to license from and receive service for the Software Products provided by VIGILANT.

NOW, THEREFORE, In consideration of the mutual covenants contained herein this Agreement, CITY and VIGILANT hereby agree as follows:

I. Definitions:

- (a) Camera License Key ("CLK") means an electronic key that will permit each license of VIGILANT's Car Detector brand LPR software or lineUp brand facial recognition software (one CLK per camera) to be used with other VIGILANT LPR hardware components and Software Products.
- (b) "Effective Date" means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.
- (c) "Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows CITY to install the Software Products on an unlimited number of devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.
- (d) "Law Enforcement Agency (LEA) LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

- (e) "Commercial LPR Data" refers to LPR data collected by commercial sources and available on LEARN with a paid subscription.
- (f) "Service Package" means the CITY designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.
- (g) "Service Fee" means the amount due from CITY prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.
- (h) "Service Period" has the meaning set forth in Section III (A) of this Agreement.
- (i) "Software Products" means VIGILANT's Law Enforcement & Security suite of Software Products, which includes: CarDetector, Law Enforcement Archival & Reporting Network ("LEARN"), a Mobile Companion for smartphones, Target Alert Service ("TAS") server/client alerting package, FaceSearch, lineUp, and other software applications considered by VIGILANT to be applicable for the benefit of law enforcement and security practices.
- (j) "Technical Support Agents" means CITY's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as CITY's Software Products support contact.
- (k) "User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, VIGILANT hereby grants CITY an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, CITY or any third party acting on behalf of CITY shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. CITY shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by VIGILANT, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty

(60) days prior to the expiration of the Initial Term and each subsequent Service Period, VIGILANT will provide CITY with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon CITY's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, CITY may also pay in advance for more than one Service Period.

B. CITY Termination. CITY may terminate this Agreement at any time by notifying VIGILANT of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If CITY terminates this Agreement prior to the end of the Initial Term, VIGILANT will refund or prorate any unused license fees. Upon termination of the Enterprise License, CITY agrees it shall immediately cease any further use of Software Products. CITY may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. VIGILANT Termination. VIGILANT has the right to terminate this Agreement by providing thirty (30) days written notice to CITY. If VIGILANT's termination notice is based on an alleged breach by CITY, then CITY shall have thirty (30) days from the date of its receipt of VIGILANT's notice of termination, which shall set forth in detail CITY's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from VIGILANT CITY has not reasonably cured the described breach of this Agreement, CITY shall immediately discontinue all use of Software Products and certify to VIGILANT that it has returned or destroyed all copies of Software Products in its possession or control. If VIGILANT terminates this Agreement prior to the end of a Service Period for no reason, and not based on CITY's failure to cure the breach of a material term or condition of this Agreement, VIGILANT shall refund to CITY an amount calculated by multiplying the total amount of Service Fees paid by CITY for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. VIGILANT warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by VIGILANT. VIGILANT will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if VIGILANT cannot substantially correct a Significant Defect in a commercially reasonable manner, CITY may terminate this Agreement and VIGILANT shall refund to CITY an amount calculated by multiplying the total amount of Service Fees paid by CITY for the then current Service Period by the percentage

resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are CITY's exclusive remedy for defects in the Software Product. VIGILANT shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to VIGILANT's gross negligence or intentional misconduct. VIGILANT disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall VIGILANT be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against CITY by a third-party in a court of competent jurisdiction regarding CITY's use of any of the Software Products, VIGILANT shall indemnify CITY, and assume all legal responsibility and costs to contest any such claim. If CITY's use of any portion of the Software Products or documentation provided to CITY by VIGILANT in connection with the Software Products is enjoined by a court of competent jurisdiction, VIGILANT shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for CITY the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by CITY that CITY's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. VIGILANT is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

CITY will receive technical support by submitting a support ticket to VIGILANT's company support website or by sending an email to VIGILANT's support team. Updates, patches and bug fixes of the Software Products will be made available to CITY at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. VIGILANT will provide Software Products support to CITY's Technical Support Agents through email, fax and telephone.

VI. Camera License Keys (CLKs).

CITY is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within CITY's agency in accordance with selected Service Options. As CITY installs additional units of the Software Products and connects them to LPR cameras, CITY is required to obtain a Camera license Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by CITY by going to VIGILANT's company support

website and completing the online request form to VIGILANT technical support staff. Within two (2) business days of CITY's application for a CLK, CITY's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by VIGILANT Solutions and remain the property of VIGILANT Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. CITY owns the physical media on which the Software Products are installed, but VIGILANT Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. VIGILANT Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing.

If CITY is a generator as well as a consumer of LPR Data, CITY at its option may share its LEA LPR Data with similarly situated LEAs who contract with VIGILANT to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). VIGILANT will not share any LEA LPR Data generated by the CITY without the permission of the CITY.

IX. Ownership of LPR Data.

VIGILANT retains all title and rights to Commercial LPR Data. CITY retains all rights to LEA LPR Data generated by the CITY. Should CITY terminate agreement with VIGILANT, a copy of all LEA LPR Data generated by the CITY will be created and provided to the CITY. After the copy is created, all LEA LPR Data generated by the CITY will be deleted from LEARN at the written request of an authorized representative of the CITY.

X. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on the following Service Packages (outlined in Exhibit A):

- Service Package - Intelligence Led Policing ("ILP") Service Package:
- VIGILANT Managed/Hosted LPR server LEARN Account
 - Access to all VIGILANT Software including all upgrades and updates
 - Unlimited user licensing for the following applications:

- LEARN, CarDetector and TAS
 - Unlimited use of CarDetector - Mobile Hit Hunter (CDMS·MHH)
 - Unlimited use of VIGILANT's LPR Mobile Companion smartphone application
- Mobile LPR hardware
- Reaper Cameras
- Use of VIGILANT Facial Recognition technologies
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account

B. Service Fee. Payment of each Service Fee entitles CITY to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current VIGILANT issued CLK's at the time of Service Fee invoicing, and which will be used by CITY in the upcoming Service Period.

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on VIGILANT's net income) and CITY agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

C. Advanced Service Fee Payments. VIGILANT Solutions will accept advanced Service Fee payments on a case by case basis for CITY's who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If CITY makes advanced Service Fee payments to VIGILANT Solutions, advanced payments to VIGILANT Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles CITY continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. VIGILANT has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, (ii) the published rate of inflation in the United States for the prior year then ended, or (iii) prices identified in the original proposal. If VIGILANT intends to adjust the Service Fee for a subsequent Service Period, it must give CITY notice of the proposed increase on or before the date that VIGILANT invoices CITY for the upcoming Service Period.

XI. Miscellaneous.

A. Indemnification. To the furthest extent allowed by law, VIGILANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of VIGILANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If VIGILANT should subcontract all or any portion of the services to be performed under this Agreement, VIGILANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

A. Limitation of Liability. In no event shall VIGILANT be liable to CITY for: (i) any special, indirect, incidental or consequential damages; or (ii) any damages resulting from loss of use, data, savings or profits. The foregoing limitations shall not apply to damages arising out of personal injury or death due to VIGILANT's negligence.

B. Confidentiality. CITY acknowledges that Software Products contain valuable and proprietary information of VIGILANT and CITY will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of VIGILANT Solutions.

C. Assignment. Neither VIGILANT nor CITY is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment: No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and CITY. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other

and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of VIGILANT and CITY and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

K. Right to Audit. CITY, upon thirty (30) days advanced written request to VIGILANT Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by Certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

M. Authorized Representatives: Technical Support Agents. CITY's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). CITY's Authorized Representative is responsible for administering this Agreement and CITY's Technical Support Agents are responsible for administering the Software Products and acting as CITY's Software Products support contact. Either party may from time to time change its Authorized Representative, and CITY may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

O. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

P. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Q. Independent Contractor.

(a) In furnishing the services provided for herein, VIGILANT is acting solely as an independent contractor. Neither VIGILANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which VIGILANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that VIGILANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between VIGILANT and CITY. VIGILANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, VIGILANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, VIGILANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. VIGILANT shall be solely

liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, VIGILANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of VIGILANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, VIGILANT may be providing services to others unrelated to CITY or to this Agreement.

///

///

///

///

///

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

CITY OF FRESNO,
a California municipal corporation

VIGILANT SOLUTIONS, INC.,
a Delaware corporation

By: _____
JERRY P. DYER Date
Chief of Police
Fresno Police Department

By: [Signature]

Name: Shawn Smith

Title: President
(if corporation or LLC, **Board
Chair, Pres. or Vice Pres.**)

ATTEST:
YVONNE SPENCE, CMC
CITY Clerk

By: [Signature]

By: _____
Deputy Date

Name: Steve Cintron

Title: CFO
(if corporation or LLC, CFO,
**Treasurer, Secretary or Assistant
Secretary**)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
CITY Attorney

By: [Signature]
AMANDA B. FREEMAN Brandon M. Collet
Deputy CITY Attorney

Addresses:

CITY:
Fresno Police Department
Attention:
Sgt. Steven Casto
PO Box 1271
Fresno, CA 93715-1271

VIGILANT Solutions, Inc.
Attention:
Steve Cintron
VIGILANT Solutions
2021 Las Positas Court, Suite #101
Livermore, CA 94551

Exhibit A Project Equipment

Vigilant Intelligence Led Policing Package w/ Mobile LPR Hardware (Reaper) - Hardware Includes:

- 2-Camera Mobile LPR system – Quantity = 4 LPR Systems (Reaper Cameras)
 - Power Over Ethernet (POE) LPR cameras w/ integrated processors
 - Lens configurations to be confirmed by customer at time of order

Software Includes:

- CarDector Mobile LPR Software for MDC Unit
 - Includes Mobile Hit Hunter Data Access Feature
- LEARN Software as a Service (SaaS) including:
 - LEARN Data Analytic Tools
 - Unlimited Commercial LPR Data Access
 - Hosting, data and system management of LPR data
 - LEARN-Mobile Companion SmartPhone applications (android & iPhone)
- First year Standard Service Package for hosted LPR server access
- FaceSearch Hosted Facial Recognition
 - Image gallery of up to 50,000 images

Vigilant Competitive LPR Server – Data Migration Service:

- Engineering service to migrate historical data to LEARN account
 - NO disruption of existing server operations
- Priced per system (mobile or fixed) for up to 10 systems

Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account:

- New client account setup via national LPR server
- Required for all hosted/managed LEARN client accounts

Vigilant System Start Up & Commissioning of “In Field” LPR system:

- Vigilant technician to visit customer site
- Includes system start up, configuration and commissioning of LPR system
- Applies to mobile (1 System) and fixed (1 Camera) LPR systems

Vigilant End User Training for LPR Systems:

- End user training for Vigilant products
 - Covers all client purchased applications
 - Includes classroom and field operation training
- Vigilant certified technician to visit site and perform one training class

Vigilant Certified Partner Travel via Client Site Visit:

- Vigilant certified technician to visit client site
- Includes all travel costs for onsite support services

LPR Camera Mounting Brackets – Light Bar Mounting Style – Complete Set

- LPR Camera Mounting Bracket – Rooftop under light bar
- Compatible with most Whelen, Code 3, TOMAR, Federal Signal, Argent S2 Light Bars
- Mounts up to four (4) cameras

TOTAL COST (not including sales tax) – not to exceed \$75,000

ILP Package	62,390
On-site Configuration (including travel)	6,800
*TOTAL	69,190

*Total does not include tax

Exhibit B
INSURANCE REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) and Cyber Liability (Privacy and Data breach) insurance appropriate to CONSULTANT'S profession.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;

- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic

information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which Consultant is engaged with the City for such length of time as necessary to cover any and all claims

If the Professional (Errors and Omissions) and Cyber Liability insurance policy(ies) is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Exhibit C
Contact Information Sheet

Enterprise License Agreement Holder:

Agency Name: City of Fresno Police Department

Agency Type: Government/Law Enforcement

Physical Address: 2323 Mariposa Mall

Fresno, CA 93721

Mailing Address: P.O. Box 1271

Fresno, CA 93715-1271

Primary Contact:

Name: Steve Casto

Title: Sergeant

Email: steven.casto@fresno.gov

Phone: 559-621-2618

Supervisor Information:

Name: Dennis Bridges

Title: Captain

Email: dennis.bridges@fresno.gov

Phone: 559-621-2616

Financial Contact (Accounts Payable):

Name: Cynthia Hanks

Title: Business Manager

Email: cynthia.hanks@fresno.gov

Phone: 559-621-2052

Technical Support Contact #1:

Name: Rodney Nielson

Title: Programmer-Analyst

Email: rodney.nielson@fresno.gov

Phone: 559-621-2622

Technical Support Contact #2:

Name: Steve Casto

Title: Sergeant

Email: steven.casto@fresno.gov

Phone: 559-621-2618