

VIDEO INFRASTRUCTURE PROTECTION PROGRAM AGREEMENT

This VIDEO INFRASTRUCTURE PROTECTION PROGRAM AGREEMENT ("**VIPP Agreement**") is made and entered into this April 22, 2025 ("**VIPP Agreement Effective Date**"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, (referred to as "**COUNTY**" or "**Sheriff's Office**"), and Hitachi Digital Services LLC successor in interest Hitachi Vantara LLC, a Delaware limited liability company, whose address is 2535 Augustine Drive, Santa Clara, CA 95054 ("**CONTRACTOR**" or "**Hitachi**") individually ("**Party**") and collectively (the "**Parties**"). This VIPP Agreement, and the Maintenance Agreement with an Effective Date of April 22, 2025, between County and Hitachi are both valid and in full force and effect. In the case of a conflict between the VIPP Agreement and the Maintenance Agreement, this VIPP Agreement shall govern.

WHEREAS, the COUNTY has a need to expand its comprehensive video security system, and all related hardware and software, as part of the Sheriff's Office-sponsored ongoing Video Infrastructure Protection Program (**VIPP**);

WHEREAS, the CONTRACTOR represents and warrants that it is qualified to provide such a video security system, including all equipment and services under this VIPP Agreement;

WHEREAS, the Sheriff's Office has received federal grant funding for the sole purpose of development and implementation of the VIPP program; and

WHEREAS, the Sheriff's Office and CONTRACTOR desire to enter into this VIPP Agreement so that CONTRACTOR may provide these services to the Sheriff's Office

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

1. OBLIGATIONS OF THE CONTRACTOR

A. Video Infrastructure Protection Program (VIPP): The Sheriff's VIPP is a multi-year ongoing physical security enhancement project. Numerous sites within Fresno County have been and will continue to be, identified by the Sheriff's Office as critical infrastructure locations. As funding is awarded and designated for the VIPP program, the Sheriff's Office will continue to add overt and covert wired and wireless cameras and related

1 equipment (collectively, "VIPP System") to allow remote monitoring of these locations. The
2 exact sites will vary based on numerous factors, including locations, number of structures, and
3 size of area needing protection. Some sites may need different equipment, due to distance from
4 existing VIPP equipment, and limited or no infrastructure for data transmission. As these
5 projects are based on federal grant funding allocated per project by the County Office of
6 Emergency Services, CONTRACTOR understands and agrees that COUNTY will only agree to
7 CONTRACTOR installing equipment at a new site when federal grant funding is available, which
8 COUNTY will communicate to CONTRACTOR in writing. The parties agree that there is no
9 minimum quantity of work that is guaranteed under this VIPP Agreement.

10 B. Implementation Plan for Each Site: COUNTY shall designate in writing
11 and provide a dedicated Project Manager ("**Project Manager**") as liaison to CONTRACTOR;
12 CONTRACTOR shall coordinate all activities with and through the Project Manager. The Project
13 Manager shall be available at all times to coordinate all decision making necessary on behalf of
14 the COUNTY, which shall include, but not be limited to, the approval and acceptance of all VIPP
15 Agreement-required deliverable items, and VIPP System adjustments, or modifications. The
16 written approval of the Project Manager shall be required prior to any acceptance of a payment
17 for any services or work performed by CONTRACTOR pursuant to this VIPP Agreement.

18 The Project Manager shall determine the site(s) and necessary work to be performed,
19 and provide that information in writing to CONTRACTOR. CONTRACTOR shall submit written
20 documentation to COUNTY's Project Manager, which shall include a detailed VIPP System
21 design and implementation plan for each identified site (collectively referred to as the
22 "Implementation Plan") which COUNTY's Project Manager must review and approve in writing.
23 The Implementation Plan will include a site survey, date transition plan, and installation plan.
24 CONTRACTOR shall make any changes to the Implementation Plan requested by the
25 COUNTY's Project Manager, and shall obtain written approval from COUNTY's Project
26 Manager, prior to commencing any services specified in the Implementation Plan.

27 Immediately upon approval of each individual Implementation Plan by COUNTY,
28 CONTRACTOR shall begin its performance of the services specified in each accepted

1 Implementation Plan. CONTRACTOR shall order the approved equipment, and work with the
2 COUNTY's Project Manager to schedule the installation. Any required computers, monitors,
3 peripherals, or recording devices shall meet the Sheriff's IT minimum standards, as determined
4 in the sole judgment of COUNTY. CONTRACTOR shall provide labor and/or materials for the
5 work as outlined in the Installation Plan, within the timelines set forth therein.

6 If CONTRACTOR encounters issues that are unforeseeable to both parties, which may
7 require an alteration to the Implementation Plan, CONTRACTOR shall immediately advise and
8 seek written authorization from the COUNTY's Project Manager to reevaluate the tasks to be
9 performed. In no event shall the Implementation Plan be amended, except with the written
10 consent of the COUNTY's Project Manager.

11 C. Status Reports: CONTRACTOR shall provide written status reports to
12 COUNTY's Project Manager on a monthly basis, for each individual site, beginning thirty (30)
13 days after COUNTY's approval of the Implementation Plan. At a minimum, the status report
14 shall include Project Description, Project Status, Activities performed during reporting period,
15 Activities planned for next reporting period, Issues/Resolutions, and Project Change Activity.

16 D. Training Manuals: CONTRACTOR shall provide training manuals to
17 COUNTY's Project Manager prior to the commencement of VIPP System training. COUNTY
18 shall have the right to reproduce, publish, and use all such documentation or any part thereof, in
19 any manner and for any purpose, and authorize others to do so.

20 E. Confidentiality of COUNTY Information: CONTRACTOR and its personnel
21 shall preserve as confidential any confidential records or information that may be required to
22 examine in the performance of services under this VIPP Agreement, including but not limited to,
23 the types of records defined in California Government Code Section 7920.000, et. seq.

24 2. OBLIGATIONS OF THE COUNTY

25 A. COUNTY shall provide a written acceptance of the VIPP System ("VIPP
26 System Acceptance") after installation and completion of a project site, project phase or
27 milestone. VIPP System Acceptance for purposes of milestone payment and warranty will be
28 based on the criteria listed below.

i. CONTRACTOR shall provide a detailed end to end test plan for each site installation. This will include verification of network performance and review of the Video Management System ("VMS") Camera setup, and all microwave, backhaul or other wireless radios. Testing will include:

1. Network throughput test to ensure adequate bandwidth to each camera.
2. VMS Camera setup is accurate.
3. Network equipment is accurately configured.
4. Wireless network connections are reliable.
5. IP scheme is accurate and properly documented.
6. If applicable, Camera systems pan/tilt/zoom.
7. Live video is fluid and there are no gaps in video footage.
8. Camera servers are properly loaded and configured.
9. Installations are reviewed for quality assurance.
10. Live video is stored in server-based archive and verified.

ii. Testing and acceptance plans shall be provided by

CONTRACTOR and include the following benchmarks:

1. Microwave, backhaul or wireless radio connectivity;
2. Signal strength;
3. Throughput;
4. Packet loss and failover testing;
5. Validation of all camera configurations ensuring compression/image quality FPS and low light/nighttime visibility;
6. Monitoring and control center video management workstation functionality and connectivity; and
7. Fluid video at least 30 frames per second and 4 cells in frame (CIF).

- 1 iii. COUNTY shall not be deemed to have accepted or approved any
2 portion of the VIPP System upgrades, and shall not be deemed to
3 have approved the final VIPP System Acceptance by its use of the
4 VIPP System, (other than Production Use) prototypes, or
5 demonstration units, prior to the VIPP System Acceptance.
6 iv. Once the VIPP System upgrades have been accepted in writing
7 by the COUNTY's Project Manager, the VIPP System shall be the
8 property of the COUNTY.

9 B. COUNTY shall provide all infrastructure elements necessary and
10 reasonable for the successful deployment of the VIPP System upgrades, including but not
11 limited to, access to any facilities, buildings, telecommunication towers, and equipment that may
12 be required for installation of necessary equipment.

13 C. COUNTY shall, at all times, exercise reasonable care for the security of
14 the VIPP System, and other equipment at the installation site(s) belonging to CONTRACTOR or
15 its personnel, agents or designees, including without limitation, each part of the VIPP System
16 not yet accepted by the COUNTY.

17 D. COUNTY shall ensure that its personnel, agents or designees will not use
18 any property of CONTRACTOR, including but not limited to the VIPP System, before VIPP
19 System Acceptance, except as provided in this VIPP Agreement, and as may be authorized in
20 writing by CONTRACTOR. Any such use will be in accordance with all instructions
21 CONTRACTOR may adopt and give to the COUNTY.

22 E. COUNTY agrees that CONTRACTOR will retain all rights, title, and
23 interest in and to the Intellectual Property Rights in the VIPP System and any derivative works
24 thereof, subject only to the limited license for the VIPP System, provided however, that upon
25 acceptance of the VIPP System, County shall own all physical infrastructure installed pursuant
26 to this VIPP Agreement, and shall have the right to use and operate the VIPP System in
27 perpetuity. "Intellectual Property Rights" means on a world-wide basis, any and all now known
28 or hereafter known tangible and intangible (a) rights associated with works of authorship

1 including, without limitation, copyrights, moral rights and mask works, (b) rights associated with
2 trademarks, service marks, trade names, and similar rights, (c) trade secret rights, (d) patents,
3 designs, algorithms and other industrial property rights, (e) rights in domain names, (f) all other
4 intellectual and industrial property rights of every kind and nature and however designated,
5 whether arising by operation of law, contract, license, or otherwise, and (g) all registrations,
6 applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter
7 existing, made or in force (including any rights in any of the foregoing).

8 3. TERM: The term of this VIPP Agreement shall be for a period of three (3) years,
9 commencing on the VIPP Agreement Effective Date. This VIPP Agreement may be extended for
10 two (2) additional consecutive twelve (12) month periods upon written approval of both parties
11 no later than thirty (30) days prior to the first day of the next twelve (12) month extension period.
12 The Sheriff or his or her designee is authorized to execute such written approval on behalf of
13 COUNTY based on CONTRACTOR'S satisfactory performance.

14 4. TERMINATION

15 A. Non-Allocation of Funds – The terms of this VIPP Agreement, and the
16 services to be provided hereunder, are contingent on the approval of funds by the appropriating
17 government agency. Should sufficient funds not be allocated, the services provided may be
18 modified, or this VIPP Agreement terminated, at any time without penalty by giving the
19 CONTRACTOR thirty (30) days advance written notice.

20 B. Without Cause – Under circumstances other than those set forth above,
21 this VIPP Agreement may be terminated by COUNTY by giving thirty (30) days advance written
22 notice of an intention to terminate to CONTRACTOR.

23 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
24 CONTRACTOR agrees to receive compensation as follows: COUNTY shall pay CONTRACTOR
25 upon completion of each Implementation Plan, in accordance with the terms of each approved
26 Implementation Plan according to the rates established in Exhibit A, attached and incorporated
27 by this reference. Prior to any payment by COUNTY, the Project Manager shall test and
28 approve the work in writing that CONTRACTOR has performed. Within ten (10) days of

COUNTY's Project Manager approving the work in writing, CONTRACTOR shall submit an invoice for the approved work to COUNTY. If the COUNTY's Project Manager does not approve the work performed, CONTRACTOR shall take any and all steps necessary to correct the problem(s) with the work performed to address the concerns raised by COUNTY's Project Manager. CONTRACTOR shall not be entitled to payment until the problem(s) identified by COUNTY's Project Manager are corrected to COUNTY's satisfaction, and the Project Manager has approved the work performed in writing.

In no event shall compensation for the initial three-year term of this VIPP Agreement exceed \$600,000. In the event this VIPP Agreement is extended for an optional year four, in no event shall compensation for the four-year term exceed \$800,000. In the event this VIPP Agreement is extended for an optional year five, in no event shall compensation paid for services performed under this VIPP Agreement exceed One Million Dollars (\$1,000,000.00) during that total possible five-year term of this VIPP Agreement.

In the event of the extension of the initial term of this VIPP Agreement both the Parties agree that the rates which are established in Exhibit A are listed on the basis of the current pricing of this VIPP Agreement and may vary by 5% increase or decrease as stated under it. In case of an increase in price listed on Exhibit A is more than 5% then a prior written approval of COUNTY's Project Manager is required for the equipment listed under it and/or any alternate or in lieu of non-availability of equipment, or new equipment required for future projects. Further, the equipment list is based on the current model's availability. However, for future equipment availability may result based on selection of alternate similar models by COUNTY. Parties agree for future project requirements and developing technologies which may require alternate equipment to fulfill future projects initiatives.

It is understood that all expenses incidental to CONTRACTOR's performance of services under this VIPP Agreement shall be borne by CONTRACTOR.

6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by CONTRACTOR under this VIPP Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents,

1 and employees will at all times be acting and performing as an independent contractor, and
2 shall act in an independent capacity and not as an officer, agent, servant, employee, joint
3 venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to
4 control or supervise or direct the manner or method by which CONTRACTOR shall perform its
5 work and function. However, COUNTY shall retain the right to administer this VIPP Agreement
6 so as to verify that CONTRACTOR is performing its obligations in accordance with the terms
7 and conditions thereof.

8 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
9 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
10 subject thereof.

11 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
12 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR
13 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-
14 required employee benefits. In addition, CONTRACTOR shall be solely responsible and save
15 COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees,
16 including compliance with Social Security withholding and all other regulations governing such
17 matters. It is acknowledged that during the term of this VIPP Agreement, CONTRACTOR may be
18 providing services to others unrelated to the COUNTY or to this VIPP Agreement.

19 7. MODIFICATION: Any matters of this VIPP Agreement may be modified from time
20 to time by the written consent of both parties without, in any way, affecting the remainder.

21 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
22 VIPP Agreement nor their rights or duties under this VIPP Agreement without the prior written
23 consent of the other party. Notwithstanding the previous sentence, CONTRACTOR may freely
24 assign this VIPP Agreement without the consent of the COUNTY if there is a change of control
25 of CONTRACTOR in connection with a bona fide solvent intra group reorganization of
26 CONTRACTOR.

27 9. INSURANCE: The CONTRACTOR shall comply with all of the insurance
28 requirements in Exhibit C to this VIPP Agreement.

1 10. CONTRACTOR'S WARRANTIES:

2 A. CONTRACTOR represents that it has clear title to and the right to sell or
3 license any and all products to be delivered hereunder (the "Products"). CONTRACTOR
4 certifies that any permission required to manufacture and/or sell the Product(s) has been
5 obtained, and CONTRACTOR is authorized to manufacture and/or sell the Product(s).

6 B. In addition to any and all other representations, covenants and warranties
7 made by CONTRACTOR under this VIPP Agreement, CONTRACTOR covenants, warrants and
8 guarantees to COUNTY that any and all materials, equipment, goods and workmanship thereof,
9 provided for, installed in, or constructed under this VIPP Agreement shall be new, shall be free
10 from all faults and defects in materials, equipment, goods, and workmanship, shall be installed
11 properly in a good and workmanlike manner, shall be fit for the purpose or purposes selected or
12 designed by CONTRACTOR, shall function properly in accordance with the terms and
13 conditions of this VIPP Agreement, and shall function in conformity with both their published
14 specifications and this VIPP Agreement, and with any applicable laws or regulations.

15 C. If any materials, equipment, or goods supplied in accordance with this
16 VIPP Agreement are defective, improperly installed, or otherwise fail to meet the requirements
17 of this VIPP Agreement, and COUNTY gives written notice ("Warranty Notice") thereof to
18 CONTRACTOR within three (3) years from the written VIPP Acceptance by COUNTY's Project
19 Manager ("WARRANTY PERIOD"), CONTRACTOR agrees, without any charge, cost, or
20 expense to COUNTY, to diligently and promptly:

- 21 i. Repair and correct any such defective item;
- 22 ii. If necessary, furnish and install a similar new item of at least the
23 same quality to replace the defective item;
- 24 iii. Replace such item with an appropriate new item that is fit for the
25 purposes selected;
- 26 iv. Correct the installation of any items improperly installed;
- 27 v. Place in satisfactory condition particular of any and all of such
28 work; and

1 vi. Make good any and all work or materials, equipment, or goods.

2 D. Provided, however, for defective items, or items requiring replacement,
3 the COUNTY shall make the original item available to CONTRACTOR for its inspection and, if
4 replaced, CONTRACTOR shall remove such item at CONTRACTOR's sole cost.

5 E. CONTRACTOR shall respond and diligently work toward taking corrective
6 action concerning the COUNTY's Warranty Notice within a prompt time after such Warranty
7 Notice, in no event shall such response and initiation of corrective action by CONTRACTOR be
8 later than twenty-four (24) hours from such Warranty Notice. If such event occurs on a day other
9 than a COUNTY business day in a non-critical facility or area (as determined by COUNTY), the
10 time for response shall be extended to forty-eight (48) hours from such Warranty Notice.
11 CONTRACTOR shall have alternate local providers to assist CONTRACTOR respond within the
12 designated time frames. If CONTRACTOR fails to promptly comply with its obligations set forth
13 in this Section 10 after receipt of Warranty Notice, the COUNTY may, without relieving
14 CONTRACTOR of such obligation, have the defects corrected to make the materials,
15 equipment, or goods operate correctly, and CONTRACTOR and its surety shall be liable for all
16 costs and expense incurred by the COUNTY in taking such action, and shall reimburse such
17 costs to COUNTY within 45 days of receipt of invoice from COUNTY.

18 F. For all materials, equipment, or goods constructed and installed pursuant
19 to this VIPP Agreement, CONTRACTOR shall provide, at no charge during the foregoing three
20 (3) year Warranty Period, all labor, services, supervision, management, equipment, supplies,
21 goods, and materials required to repair or replace defective equipment or parts, or to correct the
22 installation of any items improperly installed, and to otherwise comply with this VIPP Agreement.

23 G. The warranty provisions hereof are in addition to and not in lieu of any
24 warranties made by manufacturers of the materials, equipment, or goods installed by the
25 CONTRACTOR.

26 H. All manufacturers' warranties on any portion of the materials, equipment,
27 or goods installed by CONTRACTOR shall commence upon the VIPP System Acceptance. All
28 such warranties shall be transferable and shall extend to the COUNTY, and CONTRACTOR

1 further agrees to assign to COUNTY all manufacturer's warranties relating to the materials,
2 equipment or goods, and to deliver such written warranties to COUNTY. The cost of any risk of
3 damage or damage to the materials, equipment, or goods and their performance, including
4 damage to property and equipment of the COUNTY, due to CONTRACTOR's failure to exercise
5 its manufacturer warranty rights under this paragraph shall be borne solely by CONTRACTOR.

6 I. Any and all manufacturer's warranties shall specify that only new, not
7 reconditioned, parts may be used and installed when repair or replacement is required.

8 J. Notwithstanding anything stated to the contrary herein, nothing in this
9 Section 10 shall be construed to alleviate or relieve CONTRACTOR from complying with its
10 obligations to perform under all other terms and conditions of this VIPP Agreement.

11 K. Disclaimer of warranty except as provided in this VIPP Agreement,
12 CONTRACTOR makes no warranty of any kind, express or implied, including without limitation,
13 any warranty or merchantability or fitness for particular use or purpose with respect to the
14 subject matter hereof, maintenance to be performed by CONTRACTOR pursuant to the terms
15 hereof, or parts to be supplies hereunder.

16 11. LIMITATION OF LIABILITY:

17 A. Uncapped Liability – Each party acknowledges the full extent of its
18 own liability to the other party for all losses arising from the following areas of liability: (a) death
19 or personal injury resulting from negligent acts or omissions; (b) claims for non-payment; (c) the
20 non-excludable statutory rights of consumers (for example, under laws providing for strict
21 product liability); (d) any infringement of CONTRACTOR IP including any Software license
22 breaches; (e) breaches of confidentiality obligations; (f) fraud or deceit under this VIPP
23 Agreement.

24 B. Limits and Exclusions of Liability – (a) Subject to the other parts of
25 this Section 11, to the extent permitted by applicable law:

- 26 i. Each Party's maximum and aggregate liability arising out of or in
27 connection with this VIPP Agreement in general will not exceed
28 the greater of (A) the total fees COUNTY has paid to

1 CONTRACTOR under this VIPP Agreement during the twelve (12)
2 month period immediately before the date of the first event that
3 gave rise to the claim: and (B) Five Hundred Thousand US Dollars
4 (\$500,000); and

5 ii. Neither Party will be liable in any circumstances for: (i) any
6 indirect, punitive, special, incidental or consequential damages in
7 connection with or arising out of this VIPP Agreement or (ii)
8 whether direct or indirect, for loss of actual or anticipated
9 business, revenue, profits, savings, goodwill, loss of use, lost or
10 corrupted data lost or corrupted data, electronically transmitted
11 orders, or loss of other economic advantage.

12 iii. The limitations and exclusions of liability in Sections 11(B) above,
13 apply whether such liabilities or claims arise under breach of
14 contract (including anticipatory breach or repudiation), tort
15 (including negligence), statutory duty or otherwise (including in
16 equity or common law) and even if the liable party has previously
17 been advised of the possibility of such damages. Liability for
18 damages will be limited and excluded, even if an exclusive
19 remedy provided for this VIPP Agreement fails of its essential
20 purpose.

21 12. CONFIDENTIAL INFORMATION

22 A. Obligations

23 i. Each Party will (i) maintain the confidentiality of the other Party's
24 Confidential Information that is disclosed to it, by using the same
25 degree of care that it uses to protect its own Confidential
26 Information, and in any event, a reasonable degree of care; (ii)
27 only use that Confidential Information for purposes related to this
28 VIPP Agreement; and (iii) not disclose the other Party's

1 Confidential Information to a third party without the other Party's
2 prior written consent.

- 3 ii. Each Party may disclose the other Party's Confidential Information
4 to its personnel and/or Affiliates who need to know the information
5 in order to perform that Party's obligations under this VIPP
6 Agreement, provided that Party takes all reasonable steps to
7 ensure compliance with its confidentiality obligations including,
8 where necessary, to execute a written confidentiality agreement
9 containing terms that are no less restrictive than those in this
10 Section 12. The receiving Party will be fully responsible for any
11 confidentiality breach caused by its personnel or its affiliates.
- 12 iii. If a Party has a legal requirement to disclose Confidential
13 Information of the other Party, that Party will, if permitted by
14 applicable law, provide the other Party with prompt prior written
15 notice of this, so that the other Party may seek a protective order
16 or other limitation on disclosure. If a legal requirement to disclose
17 any Confidential Information nonetheless remains on the Party, it
18 may disclose that portion of the Confidential Information that it is
19 legally required to, without violation of this VIPP Agreement, but it
20 will exercise commercially reasonable efforts to minimize the
21 disclosure, such as by redaction and to obtain assurances that
22 such Confidential Information will be treated confidentially.

23 B. Return or Destruction

- 24 i. Except to the extent otherwise allowed in this VIPP Agreement
25 and subject to Section 12A, each Party will: (i) securely and
26 promptly destroy the other Party's Confidential Information that is
27 in its possession or control, together with all copies that have been
28 made, upon the termination of this VIPP Agreement or otherwise,

1 at the other Party's request and (ii) promptly provide the other
2 Party with written certification when this is done. Notwithstanding
3 the foregoing, COUNTY may retain a copy of CONTRACTOR IP
4 as necessary to exercise any license rights granted to COUNTY
5 pursuant to this VIPP Agreement. This Section 12 will survive the
6 termination of this VIPP Agreement, with respect to the retained
7 copy of CONTRACTOR IP.

- 8 ii. Where it is not technically possible or practicable for a receiving
9 Party to access and destroy Confidential Information stored in an
10 automatic electronic archiving system, the receiving Party will
11 cease to use that Confidential Information and ensure that it is
12 kept secure for the period of retention, until it is eventually
13 overwritten.

14 C. Equitable Relief

- 15 i. Each Party agrees and acknowledges that a breach of this
16 Section 12 will cause the disclosing Party irreparable damage for
17 which remedies other than injunctive relief will be inadequate, and
18 agrees that the disclosing Party may request injunctive or other
19 equitable relief seeking to restrain such use or disclosure, without
20 limitation or waiver of any other remedy available at law or in
21 equity.

22 13. INDEMNIFICATION

23 A. Contractor's Indemnification: CONTRACTOR agrees to indemnify, save,
24 hold harmless and at COUNTY's request, defend the COUNTY, its officers, agents, and
25 employees from any and all costs and expenses (including attorney's fees and cost), damages,
26 liabilities, claims, and losses occurring or resulting to County in connection with the
27 performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under
28 this VIPP Agreement, and from any and all costs and expenses (including attorney's fees and

costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this VIPP Agreement.

B. Contractor's Indemnification Exclusions: CONTRACTOR will not be liable to provide any of the remedies in Section 13(A) for any claims related to the VIPP Program that COUNTY has, or any person on COUNTY's behalf has: (a) used in an unauthorized manner; (b) modified without the express written consent of CONTRACTOR; (c) failed to use another version that has been made available to COUNTY and which would have avoided the infringement.

14. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this VIPP Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this VIPP Agreement.

If this VIPP Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract. (Government Code Section 8546.7)

15. NOTICES: The persons and their addresses having authority to give and receive notices under this VIPP Agreement include the following:

For the County:

County of Fresno

Attention: Project Manager

2200 Fresno Street

Fresno, CA 93721

For the Contractor:

Hitachi Digital Services LLC

2535 Augustine Drive

1 Santa Clara, CA 95054

2 All notices between the COUNTY and CONTRACTOR provided for or permitted under
3 this VIPP Agreement must be in writing and delivered either by personal service, by first-class
4 United States mail, by an overnight commercial courier service, or by telephonic facsimile
5 transmission. A notice delivered by personal service is effective upon service to the recipient. A
6 notice delivered by first-class United States mail is effective three COUNTY business days after
7 deposit in the United States mail, postage prepaid, addressed to the recipient. A notice
8 delivered by an overnight commercial courier service is effective one COUNTY business day
9 after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
10 instructions given for next day delivery, addressed to the recipient. A notice delivered by
11 telephonic facsimile is effective when transmission to the recipient is completed (but, if such
12 transmission is completed outside of COUNTY business hours, then such delivery shall be
13 deemed to be effective at the next beginning of a COUNTY business day), provided that the
14 sender maintains a machine record of the completed transmission. For all claims arising out of
15 or related to this VIPP Agreement, nothing in this section establishes, waives, or modified any
16 claims presentation requirements or procedures provided by law, including but not limited to the
17 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
18 810).

19 16. GOVERNING LAW: Venue for an action arising out of or related to this VIPP
20 Agreement shall only be in Fresno, California.

21 The rights and obligations of the parties and all interpretation and performance of this
22 VIPP Agreement shall be governed in all respects by the laws of the State of California.

23 17. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only
24 applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit
25 corporation) or if during the term of this VIPP Agreement, the CONTRACTOR changes its status
26 to operate as a corporation.

27 Members of the CONTRACTOR'S Board of Directors shall disclose any self-dealing
28 transactions that they are a party to while CONTRACTOR is providing goods or performing

1 services under this VIPP Agreement. A self-dealing transaction shall mean a transaction to
2 which the CONTRACTOR is a party and in which one or more of its directors has a material
3 financial interest. Members of the Board of Directors shall disclose any self-dealing transactions
4 that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form,
5 attached hereto as Exhibit B and incorporated herein by reference, and submitting it to the
6 COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

7 18. ELECTRONIC SIGNATURE: The parties agree that this VIPP Agreement may
8 be executed by electronic signature as provided in this section. An "electronic signature" means
9 any symbol or process intended by an individual signing this VIPP Agreement to represent their
10 signature, including but not limited to (1) a digital signature; (2) a faxed version of an original
11 handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF
12 document) of a handwritten signature. Each electronic signature affixed or attached to this VIPP
13 Agreement (1) is deemed equivalent to a valid original handwritten signature of the person
14 signing this VIPP Agreement for all purposes, including but not limited to evidentiary proof in
15 any administrative or judicial proceeding, and (2) has the same force and effect as the valid
16 original handwritten signature of that person. The provisions of this section satisfy the
17 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction
18 Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a
19 digital signature represents that it has undertaken and satisfied the requirements of Government
20 Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party
21 may rely upon that representation. This VIPP Agreement is not conditioned upon the parties
22 conducting the transactions under it by electronic means and either party may sign this VIPP
23 Agreement with an original handwritten signature.

24 19. ENTIRE AGREEMENT: This VIPP Agreement along with the Maintenance
25 Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with
26 respect to the subject matter hereof and supersedes all previous agreement negotiations,
27 proposals, commitments, writings, advertisements, publications, and understanding of any
28 nature whatsoever unless expressly included in this VIPP Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this VIPP Agreement as of the day and year first hereinabove written.

HITACHI DIGITAL SERVICES, LLC

COUNTY OF FRESNO

Kristie Gough
Kristie Gough

Finance Controller Professional Services

[Name], [Title]

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

[Street Address]
[City, State ZIP]

14643 Dallas Parkway Suite 800
Dallas, TX 75254

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: [Signature]
Deputy

For accounting use only:

Org No.: 3111-6396; 3111-6225
Account No.: 8300/7295/7205
Fund No.: 0001
Subclass No.: 10000

Exhibit A

RATES FOR SERVICES AND EQUIPMENT

1.1 Equipment Price

Description	Part #	Client Price
Hardened DIN Rail Mounted Power Supply 480 Watts	25160	477.79
AXIS T94A01D Pendant Kit	5502-431	61.53
AXIS T91D62 Telescopic Parapet Mount	5507-271	395.24
Radio Mount (Wall to Pole)	6-501NA-012	24.27
PhotoCell Power Tap - Continuous Auxiliary Power 20FT Pigtail	FP283A-1-240-NNN	242.86
Enclosure Pole Mounting Kit 9 to 11 inches	HGX-PMT30	116.93
Iboot-G2- Web Power Switch	iBoot-G2	398.57
iBoot-PDU Intelligent Power Districution Output 8 x 5-15R 15 Amps	iBoot-PDU8SA-N15	807.14
LiteBeam AC Gen2	LBE-5AC-GEN2-US	83.67
Lightpole Power Tap, 0-305VAC Input, 10A Max, 25' unterminated power cable	LPT142	228.36
Cradlepoint IBR900 Series w/ 3 years NeCloud Essentials Plan	MA3-0900120B-NNA	1704.47
14x12x7 UL 120 VAC Weatherproof Enclosure w/ Solid State Fan Controller	NB141207-10FS-UL	628.57
14x12x7 Inch UL Listed 120 VAC Weatherproof Enclosure w/Solid State Fan Controller	NB141207-10FS-UL	628.57
AXIS P3265-V (2MP Indoor Dome) 22mm	P3265-LVE	833.24
AXIS P3265-V (2MP Indoor Dome) 9mm	P3265-V	781.1
AXIS P3267-LVE (Dome 5MP with IR)	P3267-LVE	989.67
AXIS P3268-LVE Network Camera (8 MP Dome w/ IR)	P3268-LVE	1093.96
AXIS P3818-PVE (Dome, 180 coverage 13MP)	P3818-PVE	2022.1
Stand-Alone Hardened Power Supply 345 Watt	PS-DC-DUAL-5624-T	807.53
Tycon 48V 240W DIN Rail Industrial Pwr Supply	PSDIN-48-240W	146.69
AXIS Q1700-LE License Plate Camera	Q1700-LE	1458.96
AXIS Q3819-PVE Panoramic Camera	Q3819-PVE	2241.1
AXIS Q6075-E PTZ Network Camera (1080p 40x optical zoom)	Q6075-E	3440.39
AXIS Q6135-LE (High Speed PTZ w/ long-range OptimizedIR)	Q6135-LE	2762.53
Transition Managed Hardened PoE+ Switch 4 10/100/1000 PoE+, 2 - 10/10/100 , 2 SFP Ports	SISPM1040-362-LRT	983.07
Managed Hardened Gigabit Ethernet PoE++ Switch 8 10/100/1000 + 2 SFP	SISPM1040-582-LRT	1532.91
SmartPro LCD 120V 1500VA 900W Line-Interactive UPS 2U Rack/Tower	SMART1500LCD	414.23
SmartPro 120V 1.5kVA 1.35kW Line-Interactive Sine Wave UPD 2U Rack/Tower	SMART1500RM2UN	1433.07

Exhibit A

1	AXIS T91B47 Pole Mount100-410 mm	T91B47 (100-410mm)	103.24
2	AXIS T91B47 Pole Mount (Flush on pole) (50-150 mm)	T91B47 (50-150 mm)	92.81
3	AXIS T91B67 Pole Mount	T91B67	113.67
4	AXIS T91E61 Wall Mount	T91E61	51.1
5	Axis T94K01D Pendant Kit	T94K01D	51.1
6	Axis T94N02D Pendant Kit (For axis P3715-plve)	T94N02D	71.96
7	Outdoor Cat5e Cable (1000' Box)	TC-PRO	192.86
8	Gigabit SFP Modules 1000Base-SX Multimode (LC)	TN-GLC-SX-MM Series	33.77
9	Tycon GigE 8x PoE Switch	TP-SW8GAT/BT/24-SFP	576.81

1.2 Hourly Rates

SSVI Title	Price
SSVI Project Manager	\$282.00
SSVI Field Engineer	\$212.00

C. Notes

Prices Listed are based on current pricing. Prices may vary by plus/minus 5%. If price increase is above 5% then prior approval from Fresno County Sheriff project manager will need to be obtained for equipment on the list, any alternate (in lieu of unavailable equipment), or new equipment needed for future projects. Equipment listed are based on the current models available. Future availability of equipment may result in the selection of alternate similar models. Future project requirements and developing technologies may require alternate equipment to fulfill future project initiatives.

Exhibit B

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) system failure; (iv) data recovery; (v) failure to timely disclose data breach or Security Breach; (vi) failure to comply with privacy policy; (vii) payment card liabilities and costs; (viii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (ix) invasion of privacy, including release of private information; (x) information theft; (xi) damage to or destruction or alteration of electronic information; (xii) cyber extortion; (xiii) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including

Exhibit C

Personal Information; (xiv) fraudulent instruction; (xv) funds transfer fraud; (xvi) telephone fraud; (xvii) network security; (xiii) data breach response costs, including Security Breach response costs; (xix) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xx) credit monitoring expenses.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, at 2200 Fresno Street, Fresno, California 93721, or Sheriff.Contracts@fresnosheriff.org, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit C

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy according to policy provisions.
- (D) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (E) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (F) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance substantially similar to those insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.