

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

The Parties:

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706

Description: **The Contract Documents:** This Master Agreement, between Owner and Contractor for maintenance, repair, operating supplies, industrial supplies, and related products and services together with the following Addenda, incorporated herein by reference, constitutes the Contract Documents:

1. Addendum "A" Owner Terms and Conditions
2. Addendum "B" Owner's Request for Proposal # 24-6814
3. Addendum "C" Contractor's Proposal submitted March 21, 2024

Notwithstanding any language to the contrary in the Addenda or any quote, purchase order, or other document associated with any sales, orders or supply of any good or service under this Master Agreement to the contrary, in the event of a conflict between Addendum "A" Owner Terms and Conditions and the foregoing documents, Addendum "A" Owner Terms and Conditions shall prevail and control.

The Purchasing Cooperative: State and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with Public Promise Procurement, LLC ("Cooperative") and have entered into the Master Intergovernmental Cooperative Purchasing Agreement shall be considered Participating Public Agencies and shall be eligible to utilize the terms, conditions and pricing of the Contract Documents. Contractor understands that Participating Public Agencies may have special terms and conditions required of Contractor. Owner shall not be a party to any agreements between Contractor and any Participating Public Agency and shall be held harmless by Contractor of any and all claims related to Participating Public Agency use of Contract Documents. All terms and conditions of the Contract Documents herein shall remain in full force and effect for

This Agreement shall begin on July 1, 2024 (Effective Date), for an Initial Term of four (4) years. Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods (Renewal Terms). This Agreement shall terminate absolutely on June 30, 2031, unless earlier terminated as provided in Addendum "A" Owner Terms and Conditions.

Term: Prices for services and equipment, if applicable, shall be as stated in Addendum "C" Contractor's Bid/Proposal. For purchases made by Owner pursuant to this Agreement, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with

Pricing: invoicing guidelines in Addendum "C" Contractor's Bid//Proposal. For purchases made by Participating Public Agencies, the Contractor shall comply with each Participating Public Agencies' invoicing and billing requirements outlined on the applicable order.



Cobb County... Expect the Best!

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090



Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

6/25/24
Date

Approved as to form:

County Attorney's Office

June 20, 2024
Date

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706

Authorized Signature

Chief Human Resources Officer
Title

June 14, 2024
Date

ATTEST:

Jeannette Roscoe, Assistant Secretary
Corporate Secretary

CORPORATE SEAL

FEDERAL TAX ID NUMBER

52-1152883

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

6/11/24

Addendum "A"
Owner Terms and Conditions

Cobb County Terms and Conditions

These terms and conditions are required by **Cobb County, Georgia**, a political subdivision of the State of Georgia ("**County**" or "**Owner**"), with a principal office at 100 Cherokee Street, Suite 260, Marietta, GA 30090, in its Master Agreement, incorporated herein by reference with Safeware, Inc., a for profit corporation organized under the laws of the state of Maryland, licensed to do business in Georgia with a principal office at 4403 Forbes Blvd., Lanham, MD 20706 ("**Contractor**").

For the purposes of this Agreement, "County" shall be deemed to refer to Cobb County, Georgia, and "Contractor" shall be deemed to refer to **Safeware, Inc.**. County and Contractor shall also each be referred to as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, Safeware, Inc. is engaged in the business of public safety and community resilience products, services and solutions; and

WHEREAS, Safeware, Inc. maintains the staff and resources necessary to fulfill all of the requirements of this Agreement; and

WHEREAS, County desires to retain Safeware, Inc. to provide public safety and community resilience products, services and solutions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the value and receipt of which is acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

Section 1.01. Definitions

- A. **Agreement**: The term "Agreement" means this Agreement for public safety and community resilience products, services and solutions, including any additional services agreed to in writing by both parties, any modifications agreed in writing by both parties, and the following documents, which are attached hereto and incorporated herein as if fully set forth:
4. Master Agreement, including:
 - a. Addendum "A" Owner Terms and Conditions
 - b. Addendum "B" Owner's Request for Proposal # 24-6814
 - c. Addendum "C" Contractor's Proposal submitted March 21, 2024
 5. Exhibit "A": Cobb County Insurance Requirements;
 6. Exhibit "B": Contractor Affidavit and Agreement;
 7. Exhibit "B-1": Subcontractor Affidavit and Agreement;
 8. Exhibit "B-2": C Immigration Compliance Certification; and
 9. Exhibit "C": Conflict of Interest Statement.

Section 1.02. Effective Date

The Effective Date of this Agreement shall be the date that the last Party hereto executes the same.

Section 1.03. Term

The term of this Agreement shall be four (4) years beginning July 1, 2024, and ending on June 30, 2028 (the "Initial Term"). Thereafter, the Initial Term may be extended, at County's option, for up to three (3) additional one (1) year terms (the "Extension Term" and together with the Initial Term, the "Term"). Unless mutually agreed upon in writing by the Parties, or otherwise indicated herein, all provisions and conditions of any Extension Term shall be exactly the same as those contained within in this Agreement.

Notwithstanding the stated term, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this agreement shall so survive.

Section 1.04. Termination

- A. For Cause. Either Party may terminate this Agreement for cause should the other Party default in the performance of any of the terms, covenants, obligations, or conditions of this Agreement.
- B. For Convenience. County may terminate this Agreement at any time for any reason upon 30 days' prior written notice to Contractor. The effective date of termination shall be set forth in the notice. As the sole remedy for County's termination for convenience, Contractor shall be paid for any validated services performed under this Agreement up to the time of termination. Contractor shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible.
- C. By Statute. In compliance with the terms of O.C.G.A. § 36-60-13, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year of its execution ("Initial Expiration Date") and at the close (December 31) of each succeeding year for which it is in effect or for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein.

Notwithstanding this provision, and as permitted by statute, this Agreement will automatically be extended for consecutive one-year periods beyond the Initial Expiration Date on a year-to-year basis until the expiration of the Term hereof unless either party notifies the other in writing of its intent not to extend this Agreement at least 30 days' prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the initial Expiration Date, at least thirty 30 days' prior to the expiration of the then-current annual period.

- D. Nonappropriation. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County. This Agreement does not create a debt of the County for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

Section 1.05. Scope of Work/Services

- A. The Work of this Agreement shall be as described in the Master Agreement (the “Work”, “Goods”, or “Services”).
- B. Except as otherwise provided in this Agreement, Contractor shall be responsible for providing all of the resources necessary to perform this Agreement, including, without limitation, facilities, personnel, software, and equipment. Contractor shall assume the primary role in the creation, implementation, and provision of the Work to be accomplished by this Agreement. Contractor shall be responsible for designing, offering, supporting, maintaining, delivering, furnishing, operating, and performing all necessary labor and services (including equipment and supplies) required to complete the Work in accordance with this Agreement. County is not responsible for furnishing any materials, labor, or services other than specifically indicated herein.

Section 1.06. Representation and Warranties

- A. Contractor acknowledges that Contractor’s different or additional terms will not become part of this Agreement without written acceptance prior to purchase.
- B. Contractor represents and warrants that it is licensed and authorized to do business in Georgia.
- C. Contractor warrants that the prices quoted hereunder are the lowest prices these or similar goods or services are sold by Contractor to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods or services, County shall be entitled to such reduction.
- D. Contractor represents and warrants that it shall comply with all applicable local, State, and Federal laws, rules, regulations pertaining to the provision of the Work associated with this Agreement, including maintaining in current status all applicable federal, state, and local licenses, bonds and permits, and registrations required for the operation of the business and/or provision of Work associated with this Agreement. County reserves the right to cancel the Agreement if Contractor’s license(s), bonds and permits, or registration(s) expire, lapse, are suspended, or terminated at any point during the Agreement. County may request Contractor to provide proof of compliance with this paragraph.
- E. Contractor warrants that it has all of the rights necessary to enter into this agreement and the goods/services provided under this Agreement do not infringe (directly, indirectly, or contributorily) on any intellectual property or proprietary rights of any third party.
- F. Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects, and in accordance with specifications. If Contractor knows of County’s intended use, Contractor warrants that the goods or services are suitable for that intended use.

These warranties survive any delivery, inspection, acceptance or payment by County. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of County’s discovery of the noncompliance of the Goods/Services with the foregoing warranties.

Section 1.07. Compensation

- A. Reserved.
- B. As a political subdivision of the State of Georgia, County is exempt from paying most types of taxes and will only pay those taxes it is required to pay under the laws of the State of Georgia or federal law.
- C. County shall timely process payment to Contractor. Contractor shall not charge interest or assess payment penalties against County.
- D. In the event of a dispute about payment/invoicing, County shall deliver a written statement to Contractor no later than 15 days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Contractor shall continue performing its obligations under the Agreement notwithstanding any such dispute.

Section 1.08. Notice

All written notices, demands, and other papers or documents to be delivered shall be delivered to the following addresses:

If to Cobb County:

Cobb County Procurement Services

122 Waddell Street NE Marietta, GA 30060

Electronic notice to: procurementservices@cobbcounty.org

If to Contractor:

Safeware, Inc.

4403 Forbes Blvd., Lanham, MD 20706

Electronic notice to: rbond@safewareinc.com

Any subsequent changes to place or places specified above shall be designated in writing by County and Contractor to the other.

Section 1.09. Open Records

- A. Open Records. Contractor acknowledges that County's disclosure of documentation is governed by Georgia's Inspection of Public Records Act, O.C.G.A. § 50-18-70 *et seq.* ("Open Records Act"), and anything submitted to County is subject to release as public information. If Contractor believes that part or parts of its submission may be exempted from disclosure, Contractor must specify page-by-page and line-by-line the parts of the submission, which it believes, are exempt with a citation to the relevant section of O.C.G.A. that permits the exemption. In addition, Contractor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). As required by law, Contractor is responsible for protecting its trade secrets and other proprietary information.

To the extent practicable and not legally prohibited, Contractor shall promptly notify County of any request for County information including any request required by law or judicial or regulatory process or pursuant to Georgia's Open Records Act, O.C.G.A. §

50-18-70 et seq., prior to disclosing such information. In no case shall such notification occur more than five business days after receipt of such request.

Section 1.10. Delivery, Inspection and Acceptance

- A. Delivery: All items shipped pursuant to this Agreement shall be shipped F.O.B. Destination. Unless otherwise specified in this Agreement, the risk of loss or damage in transit shall be upon Contractor. Delivery shall not be complete until the goods have been actually received, inspected and accepted by County. Damaged material will not be accepted.
- B. Inspection: County shall have the right to inspect the goods supplied hereunder at any time at Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by County.

County may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to Contractor at Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other contract documents.

At County's request, Contractor shall repair or replace defective goods at Contractor's expense. Failure to inspect goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of County's rights, including without limitation those under the warranty provisions of this Agreement.

County may appoint a certified accountant to inspect and audit all records relating to the sale of goods, services, and grants of licenses, calculation of invoices, and the books and accounts of Contractor at Contractor's expense at all reasonable times and on reasonable notice.

Section 1.11. Indemnification

- A. Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or

subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement and applies notwithstanding any contrary provision.

- B. Intellectual Property Indemnification. Contractor shall hold County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of this Agreement, for which Contractor is not the patentee, assignee, licensee, or other lawful user.

These obligations to indemnify the Indemnified Party(ies) shall survive the expiration or termination of this Agreement.

Section 1.12. Preservation of Immunities

No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the parties by the Constitution, statutes, rules and regulations of the State of Georgia. Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified good faith or official immunities.

Section 1.13. No Personal Liability

Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by County or for any amount which may become due to Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

Section 1.14. Immigration Compliance

Contractor acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 et seq. and Georgia Department of Labor Rule 300- 10-1-.02. County reserves the right to require Contractor to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s).

Section 1.15. Conflict of Interest and Ethics

Contractor represents, that, to the best of its knowledge no circumstances exist that will cause a conflict of interest in performing this Agreement. Should Contractor become aware of any aware of any circumstances which may cause a conflict of interest during the term of the Agreement, Contractor shall immediately notify County. If County determines that a conflict of interest exists, County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by Contractor which were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify County within one week of becoming aware of the existence of the conflict of interest.

Section 1.16. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any and all actions, claims, or suits arising out of or related to this Agreement shall be brought in a state or federal court of competent jurisdiction in Georgia. The Parties consent to personal jurisdiction in Cobb County, Georgia, and Contractor waives (a) any objection to jurisdiction or venue, and (b) any defense claiming lack of jurisdiction or improper venue in any action brought in such courts.

Section 1.17. Venue

The obligations of the parties outlined herein are to be performed in Cobb County, Georgia, and if legal action is necessary to enforce the same or to construe any of the provisions or contractual language of this Agreement, exclusive venue shall lie in Cobb County, Georgia.

Section 1.18. Relationship of the Parties

The parties do not intend that any provision of this Agreement or that any obligation specified herein create a partnership, joint venture, association, alliance or other similar arrangement between County and Contractor.

Section 1.19. Third party beneficiaries

The Parties hereto do not intend that any benefit be conferred on any third party or that the provisions hereof give rise to or create any duty or obligation or any cause of action arising therefrom on behalf of any third party.

Section 1.20. Force Majeure

Neither County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a

failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

Section 1.21. Time is of the Essence

Contractor specifically acknowledges that time is of the essence for completion of the Work.

Section 1.22. Incorporation in Service Agreements

This Agreement is the main agreement between Contractor and County. This Agreement is incorporated by reference into all service and maintenance agreements entered into by and between County and Contractor. Notwithstanding any language to the contrary in any service or maintenance agreement, in the event of a conflict between this Agreement and the terms of a service and maintenance agreements, the terms and conditions of this Agreement shall prevail.

Section 1.23. Cumulative Remedies

All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

Section 1.24. Waiver

No failure by County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

Section 1.25. Counterparts

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

Section 1.26. Authorized Representatives

The individuals whose names appear below represent that they have or have been accorded by their governing or executive bodies the necessary authority to bind the entities on whose behalf each has executed this document.

Section 1.27. Amendment

No modification or alteration of or amendment to this Agreement shall be effective and binding unless executed by both parties with the same degree of formality as this indenture.

Section 1.28. Severability

If any paragraph, section, provision, sentence, clause or portion of this Agreement is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, provision, sentence, clause or portion of this Agreement and any such affected portion or provision shall be modified, amended or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this Agreement, and the parties hereby declare that they would have agreed to the remaining parts of this Agreement if they had known that such provisions or portions hereof would be determined to be illegal, invalid or unenforceable.

Section 1.29. Assignment

Notwithstanding any provision to the contrary herein, this Agreement shall not be assigned by either party without the prior written consent of the other party. Any such assignment must be in writing, and shall include an assumption by the assignee thereof of the assignor's obligations hereunder.

Section 1.30. Successorship

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this Agreement and if applicable, their assigns.

Section 1.31. No Strict Construction

The parties hereto have participated jointly in the negotiation and/or drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by County and Contractor and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 1.32. Non-Exclusivity

This Agreement is entered into solely for the convenience of County, and it in no way precludes County or any of County's departments or agencies from obtaining like services from other vendors.

Section 1.33. Entire Agreement

Notwithstanding any language to the contrary contained in any Contractor documents, this Agreement, together with all attachments and exhibits attached hereto, represents the sole and entire agreement between the parties named herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, contractors, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

Section 1.34. Data Privacy and Transition Assistance

Contractor must comply with all applicable laws related to data privacy and security. Contractor shall reasonably cooperate with County and other parties in connection with the Services to be delivered under this Agreement, including without limitation any successor service provider to whom County's data is transferred in connection with the termination or expiration of this

Agreement. Contractor shall assist County in exporting and extracting County's data, in a format usable without the use of the Services and as agreed by County, at no additional cost to the County. Any transition services requested by County involving additional knowledge transfer and support may be subject to a separate transition statement of work.

Section 1.35. No Additional Charges

Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing. Contractor shall take all steps needed to keep County's and County's subcontractor's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

Section 1.36. Invalid Terms

- A. Notwithstanding anything else in this Agreement, including any exhibits, attachments or links provided therein, no term shall be valid that:
 1. Requires the County to:
 - a. Defend, indemnify, or hold harmless another person or entity; or
 - b. Be bound by terms and conditions that are unknown at the time of signing such contract or that may be unilaterally changed by the other party;
 2. Provides for:
 - a. A venue for any action or dispute other than the Superior Court of Cobb County, Georgia;
 - b. The contract to be construed in accordance with the laws of a state other than the State of Georgia;
 - c. Binding arbitration; or
 - d. An automatic renewal such that County funds are or would be obligated in subsequent fiscal years; or
 3. Is inconsistent with the provisions of O.C.G.A. § 50-18-70 et seq., relating to open records.
- B. If Agreement, including any exhibits, attachments, links, or click-through provided therein, contains a term prohibited by this Agreement, such term shall be void, and the Agreement shall be otherwise enforceable as if it did not contain such term. Any refusal to supply any goods or services conditioned upon Cobb County submitting any extraneous terms and conditions shall be a material breach of the agreement.
- C. Neither County, nor any agency or department thereof, shall be bound by any other terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, website, webpage, link, or other document, physical or electronic, which attempts to impose any condition in variance of or in addition to the terms and conditions contain in this Agreement.

Section 1.37. Material Condition

Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to County at law or in equity.

Section 1.38. Headings and Capitalization

All headings and capitalization herein are intended for convenience and reference only and in no way affect the interpretation of this Agreement.

Section 1.39. Survival of Terms

The provisions pertaining to Confidentiality, Open Records, Indemnification, Preservation of Immunities, No Personal Liabilities, Governing Law, Venue, Invalid Terms. shall survive termination or expiration of this Agreement.

[SIGNATURE PAGE TO FOLLOW]



UNFOOTED

IN WITNESS WHEREOF, said parties have hereunto set their seals.

Contractor

Mary Pelfrey

Mary Pelfrey, Chief Human Resources Officer

Safeware, Inc.

6/14/2024

Date

Owner

Lisa N. Cupid

Lisa N. Cupid, Chairwoman

Cobb County Board of Commissioners

6/25/24

Date



SEAL

Attest:

Jeannette Roscoe, Assistant Secretary

Name and Title

Attest:

Pamela L. Mabry

Pamela L. Mabry, County Clerk

Recommended by:

Stephanie Bowie

Name and Title Procurement Services

Approved as to Form

Kelly Long

Cobb County Attorney's Office

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

6/11/24

EXHIBIT "A"
COUNTY INSURANCE REQUIREMENTS

Contractor shall maintain, during the term of this Agreement, the following insurance:

A. Requirement: Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.
- iv. Professional Liability, Technology Errors and Omissions, and Cyber Insurance Coverage: \$2,000,000 per claim and \$2,000,000 in the aggregate.

Contractor shall maintain Technology Errors and Omissions Insurance, which must include coverage Multimedia Liability, Privacy Liability, Network Security Liability, Breach Costs Coverage (including Notification, Credit Monitoring, Forensics, Public Relations), and Regulatory Fines and Penalties assessed due to a Data (Privacy) Breach.

- a. Technology Errors and Omissions insurance must cover liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render (1) all services promised, including but not limited to computer or information technology services, (2) products that perform the intended function or serve the intended purpose, and (3) violation of software copyright.

Services insured, at a minimum, must include (1) systems analysis, (2) systems programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems design, consulting,

development and modification, (7) training services relating to computer software or hardware, (8) management, repair, and maintenance of computer products, networks, and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and (11) any other services provided by the vendor.

- b. Contractor's Privacy, Security, and Technology Insurance policy must include coverage for (1) loss, disclosure, and theft of data in any form; (2) media and content rights infringement and liability (excluding patents and trade secrets), including but not limited to, software copyright infringement; and (3) network security failure, including but not limited to, denial of service attacks and transmission of malicious code.

The insurance coverage must include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services, and any other causally-related crisis management expense for up to one (1) year. The insurance coverage must also contain severability for the insured organization for any intentional act exclusions.

If the coverage is provided on a claims-made basis, then it must be maintained for a period of two (2) years after acceptance of the deliverables and/or services provided in connection with this Agreement.

Additionally, such policy must cover consequential or vicarious liabilities (e.g., claims brought against Contractor or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by Contractor and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures).

- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the Agreements stated minimum coverage limits for Commercial General Liability and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- C. Deductibles and Self-Insured Retention: Any deductibles or self-insurance retentions must be declared to and approved by County so that County may ensure the financial solvency of Contractor. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, and employees; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.
- D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
- i. General Liability and Umbrella/Excess Insurance

- (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor, premises owned, leased, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
- (b) Primary Insurance Requirement. Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.
- (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) Separate Coverage. Coverage shall state that Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

E. Workers' Compensation and Employers Liability Coverage: Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against County and its officers, officials, employees, and volunteers for losses arising from the work performed by Contractor for County.

F. Waiver of Subrogation: The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the Insured Parties for losses arising from work performed by Contractor for County.

G. All Coverages:

- i. Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County as provided in the Notice Section of this Agreement. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.
- ii. Acceptability. The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact

business in the State of Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A" or better and with a financial rating of Class VIII or greater or be otherwise acceptable to Cobb County.

- iii. Failure of Insurers. Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.
- H. Verification of Coverage: Contractor shall furnish County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Agreement. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by County before any work commences. County reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage. Contractor's failure to comply with this provision shall be considered a material breach of the Agreement.
- I. Subcontractors: Contractor shall require all subcontractors to maintain insurance that is industry standard for the scope and risk of the services being provided by that subcontractor.
- J. Failure to Comply: Failure to comply with all insurance requirements set forth in this Section and applicable to this agreement will not relieve Contractor from any liability under the agreement will not be construed to conflict with our limit Contractor's indemnification obligation obligations under the agreement.
- K. Duration: All insurance required by this Section must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all Work has been completed to the satisfaction of County.

EXHIBIT "B"
CONTRACTOR AFFIDAVIT AND AGREEMENT


By executing this affidavit, the undersigned Contractor verifies compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned Contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Agreement period.

The undersigned further agrees that should it employ or Agreement with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the Agreement with Cobb County, Georgia, Contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a Agreement or Agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Exhibit "B-1" Subcontractor Affidavit prior to the commencement of any work under the agreement/Agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Exhibit "B-2" Immigration Compliance Certification prior to the commencement of any work under the agreement/Agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

266817
EEV (E-Verify) Program User ID Number

10/21/2009
EEV Program Date of Authorization


BY: Authorized Officer or Agent Contractor

Safeware, Inc.
Business Name

Mary Pelfrey
Printed Name

06/14/2024
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 14 DAY OF June, 2024


Notary Public Commission Expires: 05/02/2028
Version 09-20-2013

O'Hagi M. McGriff
Notary Public
Mecklenburg County, NC
My Commission Exp 05/02/2028

EXHIBIT "B-1"
SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned Contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Agreement period.

The undersigned further agrees that should it employ or Agreement with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the Agreement with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into an agreement or Agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Exhibit "B-1" Subcontractor Affidavit form prior to the commencement of any work under the agreement/Agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Exhibit B-2" Immigration Compliance Certification prior to the commencement of any work under the agreement/Agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

266817
EEV (E-Verify) Program User ID Number

10/21/2009
EEV Program Date of Authorization

[Signature]
BY: Authorized Officer or Agent Subcontractor
[Subcontractor Name]

Safeware, Inc.
Subcontractor Business Name

Mary Pelfrey
Printed Name

06/14/2024
Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE 14 DAY OF June, 2024

[Signature]
Notary Public Commission Expires: 6/5/2028

Version 09-20-2013

O'Hagi M. McGriff
Notary Public
Mecklenburg County, NC
My Commission Exp 6/5/2028

EXHIBIT "B-2"
IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractor and all Subcontractors)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:
Public Safety and Community Resilience Products, Services and Solutions

(Project Name/Description)

April Dellinger	Alicia Ledbetter	Karl Lewis
Rick Bond		

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our Agreement to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:



Signature of Officer

Mary Pelfrey, CHRO

Printed Name/Title

06/14/2024

Date

Employer Name and Address:

Safeware, Inc.

4403 Forbes Blvd.

Lanham, MD 20706

SWORN AND SUBSCRIBED BEFORE ME

ON THIS THE 14 DAY OF June, 2024


Notary Public
Commission Expires: 05/01/28

O'Hagi M. McGriff
Notary Public
Mecklenburg County, NC
My Commission Exp 05/01/28

Version 09-20-2013

EXHIBIT "C"
CONFLICT OF INTEREST AFFIDAVIT

As a duly authorized representative of the firm Safeware, Inc., I, Mary Pelfrey, with the title Chief Human Resources Officer, certify that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Cobb County, Georgia, that no employee of Cobb County, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County, Georgia.

Contractor Name: Safeware, Inc.


Authorized Representative Name: Mary Pelfrey

Title: Chief Human Resources Officer

Signature: 

Date: 06/14/2024

Subscribed and sworn before me
on this the 14 day of June, 2024.


Notary Public

My Commission Expires: 05/01/2028

O'Hagi M. McGriff
Notary Public
Mecklenburg County, NC
My Commission Exp 05/01/2028