County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

May 30, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVE A SOLE SOURCE AGREEMENT WITH IPMOBILENET, INC. FOR EQUIPMENT MAINTENANCE SERVICES AND AUTHORIZE PAYMENT ON AN OUTSTANDING INVOICE FOR MAINTENANCE SERVICES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor, County of Los Angeles, to sign the attached sole source service agreement with IPMobilNet, Inc., to provide maintenance and technical support for the Los Angeles County Sheriff's Department (Department) Mobile Data Communications System for a term of one (1) year, with four (4) additional one-year options.

2. Authorize the Purchasing Agent to issue a retroactive purchase order to IPMobilNet, Inc., in the sum of $55,295 to permit the Department to pay for maintenance services from October 1, 2005, through May 30, 2006, as a result of the fact that there was not an agreement or purchase order established.

3. Authorize the Sheriff, or his designee, to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; and to execute amendments to meet the needs of the Department, including the above extension provisions, if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to enable the Department to continue to receive maintenance services for its modified data channel, including Mobile Data Computers (MDC) in vehicles, data radios, server software, and mobile client software which have been maintained by IPMobileNet, Inc.

In addition, the payment for outstanding invoices in the amount of $55,295 requires Board approval as the invoice represents services requested and received by the Department in violation of the County's purchasing guidelines. This violation was discovered during the renewal process of the previous maintenance agreement between the Department and IPMobileNet, Inc. The prior purchase order for these services expired while the County had been in the process of determining the future direction of County first-responder radio data communications, and while the County was considering expanding the modified system Department-wide.

Implementation of Strategic Plan Goals

The proposed recommendations support the County and the Department's Strategic Plan, Goal No. 2: Workforce Excellence, providing the public with quality maintenance services and support for the described equipment and system.

FISCAL IMPACT/FINANCING

The contract sum shall not exceed $900,000 for the term of the Agreement, including all extensions, of which $144,660 is allocated for time and materials and $755,340 for annual maintenance. The cost of this maintenance service for the first year is approximately $121,632. The Department will continue to allocate funds required to continue these services throughout the duration of this Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1988, the Department built a communications system with Electrocom Automation, Inc., (Electrocom). After completing the project in 1991, Electrocom maintained the system for an additional five years before maintenance was turned over to the Internal Services Department.

In 2000, the Department engaged in three (3) pilot programs with other companies to identify alternative mobile data solutions, but these programs were found to be not feasible. In 2001, the Department engaged in an emergency modification of one (1) County-wide channel, incorporating the latest technology to cope with the increasing

system load and to improve the data transfer speed for the three stations that were involved in the pilot projects. This emergency modification was accomplished and maintained through IPMobileNet, Inc. The modification minimized training needs by sharing all of the functions of the old Mobile Data Terminals while adding new capabilities and improving performance. There are approximately 100 Department vehicles operating on this new technology.

During the last two years, the County has been determining the future direction of data radio communications for County first responders. At one point, it was contemplated that the County would expand the new technology provided by IPMobileNet, Inc., to the entire Department, and the maintenance agreement for the current equipment would be incorporated into a larger agreement. During this time period, the prior maintenance agreement for the equipment described above expired; however, the Department continued to request and receive services from the vendor. The Chief Administrative Office engaged the services of a consultant who is recommending the County explore other options for data radio communications. Until a new Department-wide data radio communications system is in place, the equipment and technology provided by IPMobileNet, Inc., must be maintained. The vendor acted in good faith on services believed to be valid.

The new maintenance Agreement requires the vendor to comply with all Board, Chief Administrative Office, and County Counsel requirements, including Jury Service and Safely Surrendered Baby Law.

The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

The 2001 data channel and its related equipment involve proprietary technology of IPMobileNet, Inc., for which IPMobileNet, Inc., is the sole provider of maintenance services. Therefore, this is a sole source agreement. As required by Board policy, the Sheriff's Department provided notice to your Board of the intent to enter into negotiations with IPMobileNet, Inc., on March 10, 2006.

IMPACT ON CURRENT SERVICES

The authorization to pay the outstanding invoice will allow the Department to effectuate the payment for services that have been received. Failure to approve this request may subject the Department to litigation, and may negatively impact the Department's relationship with this vendor.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Department's Contracts Unit and the Internal Services Department, Purchasing Division, Mr. Joe Sandoval.

Sincerely,

LEROY D. BACA
SHERIFF

MAINTENANCE AND TECHNICAL SUPPORT

MOBILE DATA COMMUNICATIONS SYSTEM

FOR

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

IPMOBILENET, INC.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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RECITALS

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and IPMobileNet, a corporation organized under the laws of Delaware, located at 16842 Von Karman Avenue, Suite 200, Irvine, California 92606 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, the Department desires to contract with private businesses to provide maintenance and technical support for the Mobile Data Communications System; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such maintenance and technical support for the Mobile Data Communications System; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through H any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit C1 – Annual Maintenance/Technical Services Pricing

1.2.3 Exhibit C2- Annual Maintenance/Technical Services Pricing Option Year 1

1.2.4 Exhibit C3 - Annual Maintenance/Technical Services Pricing Option Year 2

1.2.5 Exhibit C3 - Annual Maintenance/Technical Services Pricing Option Year 2

1.2.6 Exhibit C4 - Annual Maintenance/Technical Services Pricing Option Year 3

1.2.7 Exhibit C5 - Annual Maintenance/Technical Services Pricing Option Year 4

1.2.8 Exhibit C6 - Time and Material Service Rates

1.2.9 Exhibit B - Statement of Work

1.2.10 Exhibit D - IP Network Controller Software License

1.2.11 Exhibit E Datalink Software License

1.2.12 Exhibit F - Bill of Material Lists (BOMs)

1.2.13 Exhibit G – Contractor's EEO Certification

1.2.14 Exhibit H1– Contractor's Employee Acknowledgement and Confidentiality Agreement

1.2.15 Exhibit H2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).

2.2 "Board" means the Los Angeles County Board of Supervisors.

2.3 "Business Day" means Monday through Friday, excluding County and Contractor observed holidays.

2.4 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)

2.5 "Contractor Key Personnel" has the meaning set forth in Paragraph 4.3.2.

2.6 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).

2.7 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).

2.8 "County" has the meaning set forth in the Recitals.

2.9 "County Counsel" means County's Office of the County Counsel.

2.10 "County Indemnitees" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).

2.11 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director).

2.12 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager).

2.13 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work or any approved Change Order or amendment.

2.14 "Department" has the meaning set forth in the Recitals.

2.15 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

2.16 "Effective Date" means the first date on which this Agreement has been executed by all parties and approved by the Board.

2.17 "Hourly Labor Rate" means, for Contractor's personnel, the fully burdened hourly rates set forth in Exhibit C6, Time and Material Service Rates, such rates include an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.

2.18 "Infringement Claims" has the meaning set forth in Paragraph 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).

2.19 "Initial Term" has the meaning set forth in Paragraph 7 (Term).

2.20 "Jury Service Program" has the meaning set forth in Paragraph 33 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).

2.21 "Maximum Contract Sum" has the meaning set forth in Paragraph 8 (Prices and Fees).

2.22 "Option Term" has the meaning set forth in Paragraph 7 (Term).

2.23 [Intentionally Omitted]

2.24 "Sheriff" means the Sheriff of the County of Los Angeles.

2.25 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any approved Change Order or amendment.

2.26 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.27 "Term" has the meaning set forth in Paragraph 7 (Term).

2.28 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

3.1.1 "County Project Director" for this Agreement shall be the following person:

Captain Richard A. Adams
1277 North Eastern Avenue
Los Angeles, California 90063
(323) 881-8001
Email: raadams@lasd.org

3.1.2 County will notify Contractor of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 "County Project Manager" for this Agreement shall be the following person:

Sergeant Diane J. Raber
1277 North Eastern Avenue
Los Angeles, California 90063
(323) 881-8041
Email djraber@lasd.org

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

3.2.2 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by County.

3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Eric Tanner, Vice President of Operations
16842 Von Karman Avenue, Suite 200
Irvine, California 92606
(949) 417-4590 ext. 122
etanner@ipmn.com

4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Dan Cicchetti
16842 Von Karman Avenue, Suite 200
Irvine, California 92606
(949) 417-4590 ext. 111
dcicchetti@ipmn.com

4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than quarterly, with County.

4.3 Approval of Contractor's Staff

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director, and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 Contractor shall provide a list of the Technical Staff to the County's Project Manager prior to performing any Work hereunder. Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including Technical Staff, and together with Contractor Project Director and Contractor Project Manager (Contractor Key Personnel). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Technical Staff.

4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

4.3.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5. WORK; APPROVAL AND ACCEPTANCE

5.1 General

Contractor shall fully complete and timely deliver, pursuant to standards, requirements and schedules either presently incorporated in or to be developed hereunder, all tasks, goods, services and other Work specified in Exhibit B (Statement of Work) and elsewhere in this Agreement.

Contractor acknowledges that, subject to this Paragraph 5 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment is payable, in accordance with the terms and conditions of this Agreement, including this Paragraph 5 (Work; Approval and Acceptance), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments).

5.2 Approval of Work

All Work shall be completed in a timely manner and in accordance with the requirements set forth in this Agreement and must have the written approval of the County Project Manager. In no event shall County be liable or responsible for payment for a particular Task or Deliverable prior to the County Project Manager's written approval for such Task or Deliverable.

6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director, with the concurrence of County Counsel, and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

6.1.2 Notwithstanding the restrictions stated in Paragraph 6.1.1, the County's Project Director and the Contractor's Project Director shall have the authority to execute a Change Order to add or delete equipment or software from the products listed in Exhibits C1 through C5 and Exhibit F, and to revise those Exhibits to reflect the corresponding change in cost associated with such additions or deletions, by way of mutually executed Change Order, as provided in Paragraph 3.1 of Exhibit B, (Statement of Work). The Change Order shall also reflect the change in allocation of the Maximum Contract Sum under Paragraph 8.2, and the available remaining balance of funds for Time and Materials Services.

6.1.3 Notwithstanding the restrictions stated in Paragraph 6.1.1, The County's Project Director and Contractor's Project Director shall have the authority to execute a Change Order to reflect a change in the rates stated in Exhibit C6, (Time and Materials Service Rates), and Attachment 2, (Materials) to Exhibit C6, as long as any such change complies with the restrictions stated in Paragraph 8.3.

6.1.4 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions),

then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.2 Audit of Change Order Work.

County is entitled to audit, in accordance with Paragraph 42.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7. TERM

The term of this Agreement shall commence upon the Effective Date and shall continue for a period of one (1) year, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to four (4) additional one (1) year periods (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7 (Term).

8. PRICES AND FEES

8.1 General

The prices and fees for this Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Agreement. The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed $900,000, of which Seven Hundred and Fifty-Five Thousand, Three Hundred and Forty Dollars ($755,340) is allocated for Annual Maintenance/Technical Services Pricing, and One Hundred and Forty-Four Thousand, Six Hundred and Sixty Dollars ($144,660) is allocated for Time and Materials. In the event that software or equipment is added or

deleted from Exhibits C1 through C5 and the corresponding annual rate is adjusted to reflect the addition or deletion, pursuant to Paragraph 6.1.2, the allocation of money between Annual Maintenance/Technical Services and Time and Materials shall be adjusted to reflect the change.

8.3 Changes to Time and Materials Rates

The rates stated in Exhibit C6, (Time and Materials Service Rates) are subject to change upon 30 days written notice to the County. Increase in rates shall not exceed six percent (6%) in any one-year period. Any changes in rates pursuant to this Paragraph 8.3, shall not change the Maximum Contract Sum or allocation of funds under Paragraph 8.2, (Maximum Contract Sum).

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

Invoices under this Agreement shall be submitted to the County's Project Manager, as specified in Section 3.0 of this Agreement, and a copy of the invoice shall be mailed to: Los Angeles County Sheriff's Department, Accounts Payable, 4700 Ramona Boulevard, Monterey Park, CA 91754.

All invoices submitted by Contractor for payment must have the written approval of County Project Manager, as evidenced by County Project Manager's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

10.2 Detail. Each invoice submitted by Contractor shall include:

a. County Agreement Number

b. Contractor's Name and Address

c. Contractor's Federal Tax ID Number

d. Billing Period

e. Description of services provided

f. Service-call tickets (Time and Materials only)

g. Itemized labor hours (Time and materials only)

h. Itemized travel hours (Time and Materials only)

i. Itemized components parts pricing in reference to Exhibit C6 (Time and Materials only)

j. Applicable taxes for components/parts (Time and Materials only)

k. Total amount due

l. Any additional supporting documentation and information reasonably requested by the County.

10.3 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.5 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.6 Submittal of Invoices

Contractor shall invoice County for the full cost of the Initial Term of the Agreement (one-year), upon approval of the Agreement by the County. For each option term, Contractor shall invoice County annually on the anniversary date of the Agreement.

10.7 Payment of Invoices

Payment terms are net thirty (30) days from submittal of approved invoice.

11. LIQUIDATED DAMAGES

11.1 If, in the judgment of the County Project Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, at his option, in addition to, or in lieu of, other remedies provided herein, may deduct pro rata from the Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be deducted from payments to the Contractor from the County will be forwarded to the Contractor by the County Project Director in a written notice describing the reasons for said action. The Contractor shall have ten (10) days to correct the deficiencies, and the County shall pay the Contractor immediately once the deficiencies are corrected.

11.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the County Project Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the annual contract sum; or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction and that the Contractor shall be liable to the County for liquidated damages in the said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

11.2.3 Upon giving ten (10) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by County.

11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.

11.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law, and shall not, in any manner, restrict or limit the County's right to terminate the Agreement as agreed to herein.

12. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard
Monterey Park, CA 91754
Attention: Irma Cobos, Manager
Facsimile: (323) 415-1220

with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention: Gary Gross
Facsimile: (323) 267-6687

To Contractor: IPMobileNet, Inc.
16842 Von Karman Avenue, Suite 200
Irvine, California 92606
Attention: Keith Cowan
Facsimile: (949) 417-4591

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. SOFTWARE LICENSES

With respect to the software listed on Exhibits C1 through C5 (Annual Maintenance/Technical Services Pricing) and F (Bill of Materials) effective as of the Effective Date, Contractor licenses to County the software licensing rights set forth in Exhibit D (IP Network Controller Software License) and Exhibit E (Datalink Software License) and such licenses will continue in full force and effect in accordance with their respective terms and conditions set forth therein from and after the Effective Date. These licenses supercede and replace such earlier licenses as Contractor has provided to the County with regard to the software described therein.

15. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 8, 10, 11, 12, 13, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

[Continued on following Page for Signatures]

AGREEMENT
MAINTENANCE AND TECHNICAL SUPPORT
MOBILE DATA COMMUNICATIONS SYSTEM
BETWEEN COUNTY OF LOS ANGELES
AND
IPMOBILENET, INC.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, County of Los Angeles

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

IPMobileNet, Inc.
Contractor

Signature: _____
Print Name: Eric Tanner
Title: VP Ops

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gary Gross
Principal Deputy County Counsel

CONTRACT FOR
MAINTENANCE AND TECHNICAL SUPPORT
MOBILE DATA COMMUNICATIONS SYSTEM

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Contract)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions

of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to

impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such

obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 25.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Subparagraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow

County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by County or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor

under the Agreement. In the event County elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Agreement may be terminated, in whole or in part from time to time, by County, in its sole discretion, for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.

7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied

pursuant to Paragraph 11.0 (Liquidated Damages), of the Agreement, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new Contractor, toward the end that there be no interruption of the Department's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Price Schedule) of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the County Project Director, on request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

9.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or

consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the County.

12.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor and each of its personnel performing Work hereunder shall have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness,

consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contender*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

13.2 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subparagraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.2.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to

Karen Anderson, Assistant Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

(i) Specifically identify the Agreement;

(ii) Clearly evidence all coverage required in the Agreement;

(iii) Contain express conditions that County is to be given notice by mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

(iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement.

13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

(i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

(ii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident.

(iii) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars ($1,000,000) and one million dollars ($1,000,000) for each employee.

(iv) Professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate. The coverage also shall provide an extended one-year reporting period commencing upon termination or cancellation of this Agreement.

13.2.4 Insurance Coverage Requirements for Sub-contractors

Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(i) Contractor providing evidence of insurance covering the activities of sub-contractors, or

(ii) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

13.2.5 Notification of Incidents, Claims or Suits

Contractor shall report to County:

(i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

(iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.3 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County

may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

15.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced accordingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentences, the Contractor shall continue to perform all of the services set forth in this Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other

sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 16.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

17.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

17.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a Contract, including this Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

17.4 If there is evidence that the Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.9 These terms shall also apply to subcontractors of County Contractors.

18.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with County rules, regulations,

ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

20.4.1 Title VII, Civil Rights Act of 1964;

20.4.2 Section 504, Rehabilitation Act of 1973;

20.4.3 Age Discrimination Act of 1975;

20.4.4 Title IX, Education Amendments of 1973, as applicable; and

20.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 20.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 20.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph 21.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in

any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this Paragraph, "GAIN") or general relief opportunity for work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 5.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this Paragraph 33.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph 33.0 (Compliance with Jury Service Program). The provisions of this Paragraph 33.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service

Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this Paragraph 33.0 (Compliance with Jury Service Program) of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

34.1 At any time prior to or during the Term, the County may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Agreement. County shall use its discretion in determining the method of background investigation to be used, up to and including a County-performed fingerprint security clearance.

34.2 If any of the Contractor's staff, subcontractors or agents do not pass the background clearance investigation, the County may require that the individual immediately be removed from performing Work at any time during the Term. County will not provide to Contractor or to the individual any information obtained through the County's background investigation.

34.3 County may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of the County, or whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

34.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

35.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Manager, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Manager.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

38.0 ASSIGNMENT BY CONTRACTOR

38.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against the County.

38.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

38.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a

material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

39.0 INDEPENDENT CONTRACTOR STATUS

39.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

39.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

39.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

39.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

40.0 RECORDS AND AUDITS

40.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to

review information received pursuant to an audit or examination under this Paragraph 40.1 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at the IPMobileNet corporate headquarters, located at 16842 Von Karman Avenue, Suite 200, Irvine, California 92606.

40.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

40.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments

made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

41.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Irma Cobos, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

42.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 42.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

43.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

44.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

46.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

47.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

48.0 SAFELY SURRENDERED BABY LAW

48.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

48.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

49.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

The Contractor and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

50.0 PUBLIC RECORDS ACT

50.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Paragraph 40.1 (Records and Audits) of this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

50.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

51.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be

exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

52.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

53.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

54.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

55.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

EXHIBIT B

STATEMENT OF WORK

EXHIBIT B - STATEMENT OF WORK
MAINTENANCE AND TECHNICAL SUPPORT
MOBILE DATA COMMUNICATIONS SYSTEM
Los Angeles County Sheriff

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STATEMENT OF WORK

MAINTENANCE AND TECHNICAL SUPPORT
MOBILE DATA COMMUNICATIONS SYSTEM

1.0 SCOPE

This Statement of Work (SOW) defines the specific tasks and responsibilities of the Contractor, and the Los Angeles County Sheriff's Department (LASD) in providing maintenance and technical support for the Mobile Data Communications System.

The Contractor shall provide maintenance and system support for the equipment specified in Exhibits C1 through C5 (Annual Maintenance/Technical Services Pricing) and Exhibit F (Bill of Materials) inclusively. Exhibits C1 through C5 also include annual maintenance and support costs for the Initial Term and each Option Term of the Agreement. They detail the annual maintenance equipment pricing, and technical support pricing as required for Contractor-provided software and system infrastructure. For services under Paragraph 3.3 of the Statement of Work and services not covered by this Statement of Work, such as additional project related work, County shall be charged at the rates stated in Exhibit C6 (Time and Materials Rates). Rates stated in Exhibit C6 are subject to change with 30 days notice to the County and under the conditions set forth in Paragraph 6.1.3 and 8.3 of the Agreement.

2.0 FACILITIES AND WORK LOCATIONS

The equipment is located throughout Los Angeles County at the various stations. All notification for equipment repair and maintenance will originate from the Sheriff's Department's Communication Center, 1277 North Eastern Avenue, Los Angeles, California 90063.

3.0 ANNUAL MAINTENANCE

3.1 The Contractor shall provide the County annual maintenance on all system equipment and software for all products listed in Exhibits C1 to C5 (Annual Maintenance/Technical Services Pricing) and Exhibit F (Bill of Materials). During the term of the Agreement, equipment and software may be added or deleted from the list. The cost of adding additional equipment/software shall be calculated by multiplying the number of additional items by the unit prices in column B of each Exhibit.

3.2 Maintenance and technical support shall include, all labor and materials necessary to keep the system equipment and software in fully functional, good working order, which will be provided without charge to County other

than that the charges allowable under Exhibits C1 through C5 (Annual Maintenance/Technical Services Pricing). Products repaired or replaced by Contractor will continue to be maintained by the Contractor for the duration of the Agreement. Items included in the maintenance contract include those listed in Exhibits C1 through C5 (Annual Maintenance/Technical Services Pricing) and Exhibit F (Bill of Materials). The Contractor shall not be responsible for repair or maintenance of Mobile Data Computers (MDCs).

3.3 The maintenance terms and conditions of this Agreement shall not apply to losses or damages to products that occur in the following conditions. Contractor shall provide repair or replacement of products under the following conditions at the rates and prices set forth in Exhibit C6 (Time and Materials Services Rates):

3.3.1 Shipment to or from the Contractor;

3.3.2 Required preventative maintenance of products including, but not limited to tuning, level setting, or battery replacement; or

3.3.3 Other events, such as:

1. Improper installation, operation, or maintenance;

2. Misuse, accident, negligence or any cause other than ordinary commercial or industrial application;

3. Adjustment, repair, or modification by anyone other than Contractor authorized personnel; or

4. Excessive or inadequate heating or air conditioning, connection to improper voltage supply, electrical power failures, lightning strikes, or other irregularities.

3.4 Contractor Deliverables

3.4.1 Deliverable 3.1

In the event of malfunction or other indication of failure attributable directly to defective material or faulty workmanship for products not manufactured by Contractor, but supplied by Contractor as part of the IP Series 19.2 Kbps Mobile Data Communications System (such as servers for CAD Gateway and IPNCs, hubs, etc.), Contractor shall repair or replace (at its discretion) the unit to restore functionality to the system. The Contractor shall provide technical support for hardware at an operational level during the period covered by the this Agreement

to include maintenance, troubleshooting, upgrades and repair/replacement of equipment.

3.4.2 Deliverable 3.2

The Contractor shall provide maintenance, troubleshooting, upgrades and/or updates to software and firmware, and repair or replacement on the mobile data radio infrastructure in-vehicle, central site and at tower sites. The technical support staff assigned to this project shall provide 24/7 support services. During off hours, weekends, and holidays observed by the Contractor, a call list for telephonic support is provided to the Contractor's off hours answering service which shall direct County calls to a Service Technician, who shall respond within 30 minutes. The assigned Service Technician shall determine whether the deficiency can be resolved remotely or whether a support person needs to be sent to the site. In the event onsite support is needed, Contractor shall arrive on site within four (4) hours. In the event that the Technician determines a period longer than four (4) hours from the time the Service Technician is assigned will be required to complete maintenance, troubleshooting, upgrades, and/or repair and/or replacement of equipment, Contractor shall request an extension; the County Project Manager will respond to this request within four (4) hours to approve or disapprove the extension. In the event the extension is disapproved, Contractor shall continue to provide continuous services until the deficiency is resolved.

4.0 SOFTWARE SUPPORT AND UPDATES

Contractor shall periodically update the DataLink software to maintain optimum system performance.

4.1 Deliverable 4.1

Whenever the DataLink software is updated, Contractor shall provide one CD to the County for the County to install on all vehicles to maintain optimum system performance. The updated CD label and documentation will indicate a new version number. The Contractor shall provide technical support for DataLink and other system software (IPNC and CAD Gateway) at an operational level during the term of the Agreement, to include maintenance, troubleshooting, upgrades and repair/replacement of equipment

5.0 COUNTY RESPONSIBILITIES

5.1 The County will provide technical support for pull-out and replacement of mobile data computers (MDC's) and mobile radio's in-vehicle when troubleshooting/diagnostics have determined a fault.

5.2 In the event that Contractor's product is found to be defective, County shall contact Contractor's Customer Service Department to request a Return Material Authorization (RMA) number, and will return all defective products to the Contractor address provided with the RMA number, with all insurance and freight charges prepaid by County.

5.3 When returning product for Contract Maintenance service, County agrees to provide Contractor with information concerning the malfunction of the product, County's return mailing address, telephone number, end user name and location, proof of the original date of shipment from Contractor to County, and TX / RX frequencies of the product. Contractor may replace the defective product with a new or remanufactured, functionally equivalent product at the option of Contractor.

5.4 If County elects an expedited transportation method, then County will assume the cost of return shipment.

5.5 County will provide administration of network topology and IP addresses (including the management of IP addresses for radios, base stations and MDCs).

5.6 County will provide easy access to County technical support staff.

5.7 County will provide physical timely access to base station sites as needed for maintenance for infrastructure needs and responsibilities

5.8 County will provide a remote dial-in capability to the Contractor to allow for remote system troubleshooting/diagnostics.

5.9 County will provide back-end connectivity of base stations to enterprise network. County is responsible for providing a reliable minimum 56K link between the communication center and each remote base station sites.

5.10 County will provide first level support for mobile radio failures. County technical staff will be responsible for diagnosis/troubleshooting to the major component level and for removal and replacement of the MDC, display screen, keyboard, docking station or mobile radio.

6.0 CONTRACTOR RESPONSIBILITIES

6.1 The Contractor shall be the prime maintenance contractor, and shall provide appropriate personnel/subcontractors for this maintenance agreement.

6.2 Contractor shall, at its option, repair or replace the defective Product or component to whatever extent Contractor deems necessary to restore the Product or component to proper operating condition.

6.3 Contractor shall return repaired equipment within two (2) weeks of receipt in the repair depot.

6.4 Contractor shall return the products to County after repair or replacement by the carrier and transportation method chosen by Contractor and at Contractor's expense.

6.5 Contractor shall provide necessary manpower and resources to maintain hardware and software during term of the Agreement.

6.6 Contractor manufactured system components returned to Contractor for maintenance, repair, or replacement shall be updated with the latest software version if Contractor determines that such update is required to remedy any failure or maintain optimum system performance.

6.7 Contractor may provide software updates or releases to the IP Network Controller and Message Switch remotely through dial-up connections

6.8 Contractor shall be responsible for holding status meetings in person for the duration of the contract.

EXHIBIT C1

ANNUAL MAINTENANCE/TECHNICAL SERVICES PRICING

Exhibit C1

Annual Maintenance/Technical Services Pricing

Initial Term

Hardware and Software Support – All IPMN-provided hardware and software provided as part of 19.2 Kbps upgrade for LASD system.

A	B	C	D	E
Description	***Annual Maintenance Price***	***Annual Maintenance Term (# of Years)***	***# of Units***	***Total Maintenance Price***
MOBILE RADIOS				
IP Mobile Radio (150, 450, 800 MHz)	*$80*	*1*	*237*	$18,960.00
IP Mobile Radio with GPS (150, 450, 800 MHz)	*$95*			
Vehicle Equipment (IPMN-provided only –includes 2 filters per radio)	*$36*	*1*	*237*	$ 8,532.00
BASE STATIONS				
IP Base Station (150, 450, 800MHz)	*$335*	*1*	*14*	$ 4,690.00
HPA High Power Amplifier (150, 450, 800 MHz)	*$115*	*1*	*14*	$ 1,610.00
Base station rack equipment (IPMN-provided only)	*$268*	*1*	*14*	$ 3,752.00
Antenna subsystems (IPMN-provided only)	*$408*	*1*	*14*	$ 5,712.00
TurboConverters	*$35*	*1*	*14*	$ 490.00
IPNC – DATA ONLY				
IPNC – Supports 1 Base Station	*$3,600*			
IPNC – Supports up to 4 Base Stations	*$5,400*			
IPNC – Supports up to 8 Base Stations	*$6,300*			
IPNC – Supports up to 16 Base Stations	*$7,200*	*1*	*2*	$14,400.00
IPNC – Supports up to 32 Base Stations	*$14,400*			
IPNC – Supports up to 64 Base Stations	*$28,800*			
Communication Center Equipment (IPMN-provided only, includes Dell rack servers)	*$2,386*	*1*	*1 lot*	$ 2,386.00
TurboConverters	*$35*	*1*	*14*	$ 490.00
MESSAGE SWITCH				
CAD Gateway	*$4,500*	*1*	*2*	$ 9,000.00
MOBILE MESSAGING SOFTWARE				
DataLink – Quantity 0 – 24 (price per copy)	*$174*			
DataLink – Quantity 25 – 49 (price per copy)	*$156*			
DataLink – Quantity 50 – 99 (price per copy)	*$139*			
DataLink – Quantity 100 – 249 (price per copy)	*$130*	*1*	*237*	$30,810.00
DataLink – Quantity 250 – 499 (price per copy)	*$122*			
DataLink – Quantity 500 +	*$113*			
ANNUAL CONTRACT PRICE				**$100,832.00**

I. PRICE: Depot Level Hardware and Software Support

April 1, 2006 through March 31, 2007 = $100,832.00*

II. PRICE - Technical Services

April 1, 2006 through March 31, 2007 = $20,800.00

GRAND TOTAL PRICE (Depot Level Hardware/Software Support & Technical Services)

April 1, 2006 through March 31, 2007 = $121,632.00

***Pricing based upon product mix in Exhibit C1 – Annual Maintenance/Technical Services Pricing.**

EXHIBIT C2

ANNUAL MAINTENANCE/TECHNICAL SERVICES PRICING

OPTION YEAR 1

Exhibit C2

Annual Maintenance/Technical Services Pricing

Option Year 1

Hardware and Software Support – All IPMN-provided hardware and software provided as part of 19.2 Kbps upgrade for LASD system.

A	B	C	D	E
Description	***Annual Maintenance Price***	***Annual Maintenance Term (# of Years)***	***# of Units***	***Total Maintenance Price***
MOBILE RADIOS				
IP Mobile Radio (150, 450, 800 MHz)	*$85*	*1*	*262*	$22,270.00
IP Mobile Radio with GPS (150, 450, 800 MHz)	*$101*			
Vehicle Equipment (IPMN-provided only –includes 2 filters per radio)	*$38*	*1*	*262*	$ 9,956.00
BASE STATIONS				
IP Base Station (150, 450, 800MHz)	*$355*	*1*	*14*	$ 4,970.00
HPA High Power Amplifier (150, 450, 800 MHz)	*$122*	*1*	*14*	$ 1,708.00
Base station rack equipment (IPMN-provided only)	*$284*	*1*	*14*	$ 3,976.00
Antenna subsystems (IPMN-provided only)	*$432*	*1*	*14*	$ 6,048.00
TurboConverters	*$37*	*1*	*14*	$ 518.00
IPNC – DATA ONLY				
IPNC – Supports 1 Base Station	*$3,816*			
IPNC – Supports up to 4 Base Stations	*$5,724*			
IPNC – Supports up to 8 Base Stations	*$6,678*			
IPNC – Supports up to 16 Base Stations	*$7,632*	*1*	*2*	$15,264.00
IPNC – Supports up to 32 Base Stations	*$15,264*			
IPNC – Supports up to 64 Base Stations	*$30,528*			
Communication Center Equipment (IPMN-provided only, includes Dell rack servers)	*$2,529*	*1*	*1 lot*	$ 2,529.00
TurboConverters	*$37*	*1*	*14*	$ 518.00
MESSAGE SWITCH				
CAD Gateway	*$4,770*	*1*	*2*	$ 9,540.00
MOBILE MESSAGING SOFTWARE				
DataLink – Quantity 0 – 24 (price per copy)	*$184*			
DataLink – Quantity 25 – 49 (price per copy)	*$165*			
DataLink – Quantity 50 – 99 (price per copy)	*$147*			
DataLink – Quantity 100 – 249 (price per copy)	*$138*	*1*	*262*	$36,156.00
DataLink – Quantity 250 – 499 (price per copy)	*$129*			
DataLink – Quantity 500 +	*$120*			
ANNUAL CONTRACT PRICE				**$ 113,453.00**

I. PRICE: Depot Level Hardware and Software Support

April 1, 2007 through March 31, 2008 = $113,453.00*

II. PRICE - Technical Services

April 1, 2007 through March 31, 2008 = $22,048.00

GRAND TOTAL PRICE (Depot Level Hardware/Software Support & Technical Services)

April 1, 2007 through March 31, 2008 = $135,501.00*

***Pricing based upon product mix in Exhibit C2 – Annual Maintenance/Technical Services Pricing. Pricing to be modified and prorated based upon actual quantities and shipment dates.**

EXHIBIT C3

ANNUAL MAINTENANCE/TECHNICAL SERVICES PRICING

OPTION YEAR 2

Exhibit C3

Annual Maintenance/Technical Services Pricing

Option Year 2

Hardware and Software Support – All IPMN-provided hardware and software provided as part of 19.2 Kbps upgrade for LASD system.

A	B	C	D	E
Description	***Annual Maintenance Price***	***Annual Maintenance Term (# of Years)***	***# of Units***	***Total Maintenance Price***
MOBILE RADIOS				
IP Mobile Radio (150, 450, 800 MHz)	*$90*	*1*	*287*	$25,830.00
IP Mobile Radio with GPS (150, 450, 800 MHz)	*$107*			
Vehicle Equipment (IPMN-provided only –includes 2 filters per radio)	*$40*	*1*	*287*	$11,480.00
BASE STATIONS				
IP Base Station (150, 450, 800MHz)	*$376*	*1*	*14*	$ 5,264.00
HPA High Power Amplifier (150, 450, 800 MHz)	*$129*	*1*	*14*	$ 1,806.00
Base station rack equipment (IPMN-provided only)	*$301*	*1*	*14*	$ 4,214.00
Antenna subsystems (IPMN-provided only)	*$458*	*1*	*14*	$ 6,412.00
TurboConverters	*$39*	*1*	*14*	$ 546.00
IPNC – DATA ONLY				
IPNC – Supports 1 Base Station	*$4,045*			
IPNC – Supports up to 4 Base Stations	*$6,067*			
IPNC – Supports up to 8 Base Stations	*$7,079*			
IPNC – Supports up to 16 Base Stations	*$8,090*	*1*	*2*	$16,180.00
IPNC – Supports up to 32 Base Stations	*$16,180*			
IPNC – Supports up to 64 Base Stations	*$32,360*			
Communication Center Equipment (IPMN-provided only, includes Dell rack servers)	*$2,681*	*1*	*1 lot*	$ 2,681.00
TurboConverters	*$39*	*1*	*14*	$ 546.00
MESSAGE SWITCH				
CAD Gateway	*$5,056*	*1*	*2*	$10,112.00
MOBILE MESSAGING SOFTWARE				
DataLink – Quantity 0 – 24 (price per copy)	*$195*			
DataLink – Quantity 25 – 49 (price per copy)	*$175*			
DataLink – Quantity 50 – 99 (price per copy)	*$156*			
DataLink – Quantity 100 – 249 (price per copy)	*$146*	*1*	*287*	$41,902.00
DataLink – Quantity 250 – 499 (price per copy)	*$137*			
DataLink – Quantity 500 +	*$127*			
ANNUAL CONTRACT PRICE				**$126,973.00**

I. PRICE: Depot Level Hardware and Software Support

April 1, 2008 through March 31, 2009 = $126,973.00*

II. PRICE - Technical Services

April 1, 2008 through March 31, 2009 = $23,371.00

GRAND TOTAL PRICE (Depot Level Hardware/Software Support & Technical Services)

April 1, 2008 through March 31, 2009 = $150,344.00*

***Pricing based upon product mix in Exhibit C3 – Annual Maintenance/Technical Services Pricing. Pricing to be modified and prorated based upon actual quantities and shipment dates.**

EXHIBIT C4

ANNUAL MAINTENANCE/TECHNICAL SERVICES PRICING

OPTION YEAR 3

Exhibit C4

Annual Maintenance/Technical Services Pricing

Option Year 3

Hardware and Software Support – All IPMN-provided hardware and software provided as part of 19.2 Kbps upgrade for LASD system.

A	B	C	D	E
Description	***Annual Maintenance Price***	***Annual Maintenance Term (# of Years)***	***# of Units***	***Total Maintenance Price***
MOBILE RADIOS				
IP Mobile Radio (150, 450, 800 MHz)	*$95*	*1*	*312*	$29,640.00
IP Mobile Radio with GPS (150, 450, 800 MHz)	*$113*			
Vehicle Equipment (IPMN-provided only –includes 2 filters per radio)	*$42*	*1*	*312*	$13,104.00
BASE STATIONS				
IP Base Station (150, 450, 800MHz)	*$399*	*1*	*14*	$ 5,586.00
HPA High Power Amplifier (150, 450, 800 MHz)	*$137*	*1*	*14*	$ 1,918.00
Base station rack equipment (IPMN-provided only)	*$319*	*1*	*14*	$ 4,466.00
Antenna subsystems (IPMN-provided only)	*$485*	*1*	*14*	$ 6,790.00
TurboConverters	*$41*	*1*	*14*	$ 574.00
IPNC – DATA ONLY	*$0*			
IPNC – Supports 1 Base Station	*$4,288*			
IPNC – Supports up to 4 Base Stations	*$6,431*			
IPNC – Supports up to 8 Base Stations	*$7,504*			
IPNC – Supports up to 16 Base Stations	*$8,575*	*1*	*2*	$17,150.00
IPNC – Supports up to 32 Base Stations	*$17,151*			
IPNC – Supports up to 64 Base Stations	*$34,302*			
Communication Center Equipment (IPMN-provided only, includes Dell rack servers)	*$2,842*	*1*	*1 lot*	$ 2,842.00
TurboConverters	*$41*	*1*	*14*	$ 574.00
MESSAGE SWITCH				
CAD Gateway	*$5,359*	*1*	*2*	$10,718.00
MOBILE MESSAGING SOFTWARE				
DataLink – Quantity 0 – 24 (price per copy)	*$207*			
DataLink – Quantity 25 – 49 (price per copy)	*$186*			
DataLink – Quantity 50 – 99 (price per copy)	*$165*			
DataLink – Quantity 100 – 249 (price per copy)	*$155*	*1*	*312*	$48,360.00
DataLink – Quantity 250 – 499 (price per copy)	*$145*			
DataLink – Quantity 500 +	*$135*			
ANNUAL CONTRACT PRICE				**$141,722.00**

I. PRICE: Depot Level Hardware and Software Support

April 1, 2009 through March 31, 2010 = $141,722.00*

II. PRICE - Technical Services

April 1, 2009 through March 31, 2010 = $24,773.00

GRAND TOTAL PRICE (Depot Level Hardware/Software Support & Technical Services)

April 1, 2009 through March 31, 2010 = $166,495.00*

***Pricing based upon product mix in Exhibit C4 – Annual Maintenance/Technical Services Pricing. Pricing to be modified and prorated based upon actual quantities and shipment dates.**

EXHIBIT C4

ANNUAL MAINTENANCE/TECHNICAL SERVICES PRICING

OPTION YEAR 3

Exhibit C4

Annual Maintenance/Technical Services Pricing

Option Year 3

Hardware and Software Support – All IPMN-provided hardware and software provided as part of 19.2 Kbps upgrade for LASD system.

A	B	C	D	E
Description	***Annual Maintenance Price***	***Annual Maintenance Term (# of Years)***	***# of Units***	***Total Maintenance Price***
MOBILE RADIOS				
IP Mobile Radio (150, 450, 800 MHz)	*$95*	*1*	*312*	$29,640.00
IP Mobile Radio with GPS (150, 450, 800 MHz)	*$113*			
Vehicle Equipment (IPMN-provided only –includes 2 filters per radio)	*$42*	*1*	*312*	$13,104.00
BASE STATIONS				
IP Base Station (150, 450, 800MHz)	*$399*	*1*	*14*	$ 5,586.00
HPA High Power Amplifier (150, 450, 800 MHz)	*$137*	*1*	*14*	$ 1,918.00
Base station rack equipment (IPMN-provided only)	*$319*	*1*	*14*	$ 4,466.00
Antenna subsystems (IPMN-provided only)	*$485*	*1*	*14*	$ 6,790.00
TurboConverters	*$41*	*1*	*14*	$ 574.00
IPNC – DATA ONLY	*$0*			
IPNC – Supports 1 Base Station	*$4,288*			
IPNC – Supports up to 4 Base Stations	*$6,431*			
IPNC – Supports up to 8 Base Stations	*$7,504*			
IPNC – Supports up to 16 Base Stations	*$8,575*	*1*	*2*	$17,150.00
IPNC – Supports up to 32 Base Stations	*$17,151*			
IPNC – Supports up to 64 Base Stations	*$34,302*			
Communication Center Equipment (IPMN-provided only, includes Dell rack servers)	*$2,842*	*1*	*1 lot*	$ 2,842.00
TurboConverters	*$41*	*1*	*14*	$ 574.00
MESSAGE SWITCH				
CAD Gateway	*$5,359*	*1*	*2*	$10,718.00
MOBILE MESSAGING SOFTWARE				
DataLink – Quantity 0 – 24 (price per copy)	*$207*			
DataLink – Quantity 25 – 49 (price per copy)	*$186*			
DataLink – Quantity 50 – 99 (price per copy)	*$165*			
DataLink – Quantity 100 – 249 (price per copy)	*$155*	*1*	*312*	$48,360.00
DataLink – Quantity 250 – 499 (price per copy)	*$145*			
DataLink – Quantity 500 +	*$135*			
ANNUAL CONTRACT PRICE				**$141,722.00**

I. PRICE: Depot Level Hardware and Software Support

April 1, 2009 through March 31, 2010 = $141,722.00*

II. PRICE - Technical Services

April 1, 2009 through March 31, 2010 = $24,773.00

GRAND TOTAL PRICE (Depot Level Hardware/Software Support & Technical Services)

April 1, 2009 through March 31, 2010 = $166,495.00*

***Pricing based upon product mix in Exhibit C4 – Annual Maintenance/Technical Services Pricing. Pricing to be modified and prorated based upon actual quantities and shipment dates.**

EXHIBIT C5

ANNUAL MAINTENANCE/TECHNICAL SERVICES PRICING

OPTION YEAR 4

Exhibit C5

Annual Maintenance/Technical Services Pricing

Option Year 4

Hardware and Software Support – All IPMN-provided hardware and software provided as part of 19.2 Kbps upgrade for LASD system.

A	B	C	D	E
Description	***Annual Maintenance Price***	***Annual Maintenance Term (# of Years)***	***# of Units***	***Total Maintenance Price***
MOBILE RADIOS				
IP Mobile Radio (150, 450, 800 MHz)	*$101*	*1*	*337*	$34,037.00
IP Mobile Radio with GPS (150, 450, 800 MHz)	*$120*			
Vehicle Equipment (IPMN-provided only –includes 2 filters per radio)	*$45*	*1*	*337*	$15,165.00
BASE STATIONS				
IP Base Station (150, 450, 800MHz)	*$423*	*1*	*14*	$ 5,922.00
HPA High Power Amplifier (150, 450, 800 MHz)	*$145*	*1*	*14*	$ 2,030.00
Base station rack equipment (IPMN-provided only)	*$338*	*1*	*14*	$ 4,732.00
Antenna subsystems (IPMN-provided only)	*$514*	*1*	*14*	$ 7,196.00
TurboConverters	*$43*	*1*	*14*	$ 602.00
IPNC – DATA ONLY				
IPNC – Supports 1 Base Station	*$4,545*			
IPNC – Supports up to 4 Base Stations	*$6,817*			
IPNC – Supports up to 8 Base Stations	*$7,954*			
IPNC – Supports up to 16 Base Stations	*$9,090*	*1*	*2*	$18,180.00
IPNC – Supports up to 32 Base Stations	*$18,180*			
IPNC – Supports up to 64 Base Stations	*$36,360*			
Communication Center Equipment (IPMN-provided only, includes Dell rack servers)	*$3,013*	*1*	*1 lot*	$ 3,013.00
TurboConverters	*$43*	*1*	*14*	$ 602.00
MESSAGE SWITCH				
CAD Gateway	*$5,681*	*1*	*2*	$11,362.00
MOBILE MESSAGING SOFTWARE				
DataLink – Quantity 0 – 24 (price per copy)	*$219*			
DataLink – Quantity 25 – 49 (price per copy)	*$197*			
DataLink – Quantity 50 – 99 (price per copy)	*$175*			
DataLink – Quantity 100 – 249 (price per copy)	*$164*	*1*	*337*	$55,268.00
DataLink – Quantity 250 – 499 (price per copy)	*$154*			
DataLink – Quantity 500 +	*$143*			
ANNUAL CONTRACT PRICE				**$158,109.00**

I. PRICE: Depot Level Hardware and Software Support

April 1, 2010 through March 31, 2011 = $99,904.00*

II. PRICE - Technical Services

April 1, 2010 through March 31, 2011 = $26,259.00

GRAND TOTAL PRICE (Depot Level Hardware/Software Support & Technical Services)

April 1, 2010 through March 31, 2011 = $184,368.00*

***Pricing based upon product mix in Exhibit C5 – Annual Maintenance/Technical Services Pricing. Pricing to be modified and prorated based upon actual quantities and shipment dates.**

EXHIBIT C6

TIME AND MATERIALS SERVICE RATES

EXHIBIT C6

TIME AND MATERIAL SERVICE RATES

The following published labor rates apply to Time and Material Services as indicated in the Agreement and Exhibit B (Statement of Work).

County shall contact Contractor's Customer Service Department and request a Return Material Authorization (RMA) number. County will return all defective product to the Contractor address provided with the RMA number, along with information concerning the malfunction of the Product, County's return mailing address, telephone number, County name and location, proof of the original date of shipment from Contractor to County, and TX / RX frequencies of the Product. Prior to commencement of any Time and Materials Services work, Contractor shall provide a good faith written estimate itemizing the types of services, estimated hours and costs, and materials. Contractor shall not commence Time and Materials Services work until Contractor has received written authorization from the County Project Manager or Project Director.

Labor will be invoiced in half-hour increments at the published labor rates stated below. Overtime service will not be expended unless authorized in advance by the County.

FLAT RATE SERVICE REPAIRS

Equipment will be repaired at the following flat rates. If the equipment is not listed below, **FACTORY OR FIELD TECHNICIAN SERVICE RATES** will apply. County will be notified in advance if equipment cannot be repaired.

1. **Mobile Equipment (Radios, DPC's, VIU's, all bands):**
   $285.00
2. **Base Station (all):**
   $740.00
3. **Power Amplifier (all):**
   $375.00

FACTORY OR FIELD TECHNICIAN SERVICE RATES

1. **Standard Service Rate:**

   $150.00 per hour during normal working hours (8:00 A.M. to 5:00 P.M. - Monday through Friday – Pacific Standard Time).

2. **Overtime Service Rate:**

   $188.00 per hour for all hours in excess of eight (8) hours in any given day during the normal business week (Monday - Friday). This rate also applies to all services performed on Saturdays and Sundays. Overtime labor is subject to a four (4) hour minimum charge.

3. **Holiday Service Rate:**

   $225.00 per hour for all services performed during any national Holiday or published Contractor's holiday, as indicated in Attachment 1. Holiday labor is subject to a four (4) hour minimum charge.

FACTORY OR FIELD HARDWARE AND SOFTWARE ENGINEERING SERVICE RATES

1. **Standard Service Rate:**
   $350.00 per hour during normal working hours (8:00 A.M. to 5:00 P.M. - Monday through Friday – Pacific Standard Time).

2. **Overtime Service Rate:**
   $438.00 per hour for all hours in excess of eight (8) hours in any given day during the normal business week (Monday - Friday). This rate also applies to all services performed on Saturdays and Sundays. Overtime labor is subject to a four (4) hour minimum charge.

3. **Holiday Service Rate**
   $525.00 per hour for all services performed during any national Holiday or published Contractor's holiday, as indicated in Attachment 1. Holiday labor is subject to a four (4) hour minimum charge.

SYSTEM ENGINEERING SERVICE RATES

1. **Standard Service Rate:**
   $350.00 per hour during normal working hours (8:00 A.M. to 5:00 P.M. - Monday through Friday – Pacific Standard Time).

2. **Overtime Service Rate:**
   $438.00 per hour for all hours in excess of eight (8) hours in any given day during the normal business week (Monday - Friday). This rate also applies to all services performed on Saturdays and Sundays. Overtime labor is subject to a four (4) hour minimum charge.

3. **Holiday Service Rate**
   $525.00 per hour for all services performed during any national Holiday or published Contractor holiday, as indicated in Attachment 1. Holiday labor is subject to a four (4) hour minimum charge.

SHIPPING

County is responsible for all costs associated with shipping equipment to Contractor. Contractor will assume the cost of shipping equipment back to the County. Contractor will ship the equipment back, when possible, by the same method the equipment was shipped to Contractor.

MATERIAL

Material will be invoiced at Contractor's current published list price, refer to Attachment 2, Hardware and Software List Pricing, less any negotiated discounts that may apply.

MINIMUM CHARGE

All in-factory repairs are subject to a minimum charge of $150.00.

TRAVEL AND EXPENSES FOR ON-SITE SERVICES

Travel and expenses will be invoiced based on the following schedule:

1. Travel Time: Billed in accordance with above hourly labor rates for actual elapsed time from portal-to-portal.

2. Freight: Shipment of repair parts and/or specialized equipment will be invoiced at actual freight cost.

MISCELLANEOUS

Defective PC boards and assemblies must be returned to Contractor's factory for repair and cannot be repaired at customer's site.

EXHIBIT D

IP NETWORK CONTROLLER SOFTWARE LICENSE

EXHIBIT D

IP NETWORK CONTROLLER SOFTWARE LICENSE

1. Software License. Subject to the terms and conditions set forth herein, IPMobileNet grants to the purchaser, Los Angeles Sheriff's Department ("Licensee") a limited, revocable, nonexclusive and nontransferable license to use IP Network Controller software installed on the IP Network Controller computer or included in the enclosed disk (the "Software"), in binary executable form only, on networks containing up to a total of 14 base stations. Licensee may make one copy of the Software for backup purposes; provided, that such copy is subject to the terms of this license and contains all proprietary notices. This license does not entitle Licensee to any maintenance or support services unless expressly set forth in writing

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7. Equitable Relief. Licensee agrees that there can be no adequate remedy at law for any breach of Section 1 and 4 hereunder, which would result in irreparable harm to IPMobileNet. Upon any such breach or threat thereof, IPMobileNet shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law.

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(a) Taxes. Licensee will pay all federal, state and local sales, personal property, ad valorem and

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(b) Notice. Unless herein provided otherwise, any notices required or permitted under this license shall be sent to IPMobileNet by registered or certified mail or via email at the most current address for Licensee on file with IPMobileNet or by posting a message on IPMobileNet's website at www.ipmn.com.

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EXHIBIT E

DATALINK SOFTWARE LICENSE

EXHIBIT E

DATALINK SOFTWARE LICENSE

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7. Equitable Relief. Licensee agrees that there can be no adequate remedy at law for any breach of Section 1 and 4 hereunder, which would result in irreparable harm to IPMobilenet. Upon any such breach or threat thereof, IPMobilenet shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law.

8. Export Controls. Licensee acknowledges that neither the Software or accompanying documentation may be downloaded, transferred or otherwise exported or re-exported into any country (or to a national or resident of such country) prohibited under United States law and regulations. Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country.

9. Additional Terms.

(a) Taxes. Licensee will pay all federal, state and local sales, personal property, ad valorem and any other

taxes (but not including IPMobilenet's income taxes) arising as a result of this license.

(b) Notice. Unless herein provided otherwise, any notices required or permitted under this license shall be sent to IPMobilenet by registered or certified mail or via email at the most current address for Licensee on file with IPMobilenet or by posting a message on IPMobilenet's website at www.ipmn.com.

(c) Applicable Law and Forum. This license shall be governed by the laws of the State of California, exclusive of its choice of law rules. Each party to this license hereby submits to the exclusive jurisdiction of the state and federal courts sitting in or nearest to the County of Orange in the State of California for the purpose of resolving any dispute arising under or relating to this license, and each party hereby waives any jurisdictional, venue or inconvenient forum objections to such courts. In any action to enforce this license, the prevailing party will be entitled to costs and attorneys' fees.

(d) Entire Agreement; Severability; Survival. This license contains all terms regarding the subject matter hereof and supersedes all other agreements or understandings. Any modifications of this license must be in writing and signed by both parties hereto. In the event that any of the provisions of this license shall be held by a court of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this license shall otherwise remain in full force and effect. No waiver of any breach of this license shall be effective unless made in writing and signed by IPMobilenet. Any provision that by its nature is intended by the parties to survive the termination of this license shall survive such termination.

(e) DISCLAIMER. OTHER THAN AS EXPRESSLY SET FORTH IN WRITING ELSEWHERE IN THE TERMS OF USE, IPMOBILENET DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR THAT LICENSEE'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE.

(f) LIMITATION OF REMEDIES AND DAMAGES. IN NO EVENT SHALL IPMOBILENET OR ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF IPMOBILENET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, OR LOSS OF DATA, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY RELATING IN ANY WAY TO THE SOFTWARE. IPMOBILENET'S MAXIMUM LIABILITY IS THE AMOUNT, IF ANY, THAT LICENSEE HAS ACTUALLY PAID TO IPMOBILENET FOR THE RIGHT TO USE THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTY OR LIABILITY, SO THE FOREGOING EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO LICENSEE.

(g) Indemnification. Licensee shall defend, indemnify and hold IPMobilenet harmless against any and all claims, damages, losses and costs (including reasonable attorneys' fees) that arise directly or indirectly out of Licensee's breach of this license or the use of the Software by Licensee or by others to whom Licensee has provided access to the Software.

EXHIBIT F

BILL OF MATERIALS LISTS (BOMS)

DATA-10 BASE STATIONS BILL MATERIALS

14 SITES **INVADR BASE STATION RACK ASSY** Sheet 1 of 2

REFERENCE:

ITEM	PART NUMBER	MFR/VENDO	DESCRIPTION	1 SCC79	2 RIH70	3 JPK40	4 PHN64	5 BJM10	6 CPK14	7 FRP33
1	RM-35M	Astron	AC/DC Power Supply, 35A .	1	1	1	1	1	1	1
2	IP4B	IPMN	INVADR Base Station, 400 to 512 MHz,	1	1	1	1	1	1	1
3	502-83304-52	IPMN	IP4B Power Cable Assy	1	1	1	1	1	1	1
4	HPA4	IPMN	RF Amplifier, 450-512 MHz	1	1	1	1	1	1	1
5	502-83304-51	IPMN	HPA4 Power Cable Assy	1	1	1	1	1	1	1
6	502-81007	IPMN	HPA4 to INVADR Interconnect Cable Assy	1	1	1	1	1	1	1
7	502-80081	IPMN	IP INVADR Radio Break-Out Board	1	1	1	1	1	1	1
8	6410-IQ	ATL	CSU/DSU with IQ, 56/64 Kbps	1	1	1	1	1	1	1
9	EVMBMC-002	BlackBox	CSU/DSU data Cable, DB25M/DB9F, 2Ft	1	1	1	1	1	1	1
10	ECM25C-02M/M	BlackBox	IP4B Data Cable, DB25M/M, 2.0 Ft	1	1	1	1	1	1	1
11	S110AB5-50JPA	Seimon	S110 Modular Jack Panel, 6-Port	1	1	1	1	1	1	1
12	502-23451-51	IPMN	DDS Line Cable assy, RJ45M, 1.5 Ft	1	1	1	1	1	1	1
13	502-23451-xx	IPMN	DDS Line Cable assy, RJ45M, 25 Ft	1	1	1	1	1	1	1
14	SP527A	BlackBox	DDS Line Protector	1	0	0	0	0	0	0
15	10758-101	ChatsWorth	Small Peripheral Shelf	1	1	1	1	1	1	1
16	GB67A	Graybar	Mounting Bar, 19-Inch	4	4	4	4	4	4	4
17	46353-115	ChatsWorth	Heavy Duty Open Rack, 8.0" High	1	1	1	1	1	1	1
18	40606-2	ChatsWorth	12-24x1/4" Mtng Screws, PHMS, Pkg of 50	1	1	1	1	1	1	1
19	41016-115	ChatsWorth	Rack Grounding Kit, 8.0 Ft	1	1	1	1	1	1	1
20	12310-102	ChatsWorth	Rack Channel Stand-Off, 2RMU	2	2	2	2	2	2	2
21	30024-102	ChatsWorth	Filler Panel, 2RMU	1	1	1	1	1	1	1
22	TPC12FA-CB	Pulizzi	Power Strip, 6-Outlets, Rack-Mount	1	1	1	1	1	1	1
23	WP7742/4781-2	Wacom	RX Filter for 2-Receivers	1	1	1	1	0	0	0
24	WP7742/4781-1	Wacom	RX Filter for 1-Receiver	0	0	0	0	1	1	1
25	WP8875-4N	Wacom	RX Multicoupler, 4-Channel	1	0	0	0	0	0	0
26	WW71-1604	Wacom	Preselector Filter	1	0	0	0	0	0	0
27	WP9576-SP5615	Wacom	Isoplexer	1	0	0	0	1	1	1
28	WLT-001N	Wacom	Screw-On, 1/4Watt, 50 Ohm Load	2	0	0	0	0	0	0

BILL OF MATERIALS **INVADR BASE STATION RACK ASSY**

ITEM	PART NUMBER	MFR/VENDO	DESCRIPTION	1 SCC79	2 RIH70	3 JPK40	4 PHN64	5 BJM10	6 CPK14	7 FRP33
29	PE-7002-6	Pasternak	Fixed N-Attenuator, 6.0 dB	1	1	1	1	1	1	1
30	PS45-04	Telewave	4-Way Power Splitter, 50 Ohm'		1					
31	PS45-02	Telewave	2-Way Power Splitter, 50 Ohm	1	1					
32	30142-NM-SM-XXB	Wacom	RG-142 Cable Assy, NM/SMA Male	0	0	0	0	0	0	0
33	DB8802B-350	Decibel	Sensor Alarm	1	0	0	0	0	1	1
34	PE3726-12	Pasternak	RG-142 Cable Assy, NM/NM RT Angle	1	1	1	1	1	1	1
35	IPMN-P01	IPMN	Sensor Alarm Power Cable Assy	1	1	1	1	1	1	1
36	F1PNF-H	Andrew	1/4" N-Female Connector	1	1	1	1	1	1	1
37	F1PNR-H	Andrew	1/4" N-male Connector, Right Angle	4	4	4	4	4	4	4
38	F1PNM-H	Andrew	1/4" N-Male Connector	6	6	6	6	6	6	6
39	F4PNMV2	Andrew	1/2" M-Male Connector	2	2	2	2	2	2	2
40	FSJ4-50B	Andrew	1/2" Superflex Cable, 50 Ohm FT	15	15	15	15	15	15	15
41	FSJ1-50B	Andrew	1/4" Superflex Cable, 50 Ohm FT	30	30	30	30	30	30	30

DATA-10 ANTENNA SYSTEM BILL MATERIALS

ITEM	PART NO.	VENDOR	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
				SCC	RJH	JPK	PHN	BJM	CPK	FRP	MMC	BMT	BHS	MLU	MDI	OAT	RHT	TOTAL
				(E)									(E)				(E)	
			I. ANTENNAS															
1	PD455-8	Celwave	Fiberglass Antenna,Omni,															
			470-482 MHz, 10.0dBd.		1								(1)/1			1		5
2	PD455-8-DT3	Celwave	Fiberglass Antenna,omni															
			3-degree downtilt															
			470-482 MHz, 9.0dBd					1		1	1	1		2				6
3	PD568	Celwave	Reflector Assy					1		1		1						3
4	PD-458-3	Celwave	OmniRug Antenna,															
			470-494 MHz, 8.0 dBd.	(1)/1		1	1								1		(1)	6
5	PD-1151-5	Celwave	Antenna,omni, 470-482 MHz															
			8.0 dBd						1									
6	BA6312-2	Celwave	Omni Collinear Antenna															
7a	800597	Pirod	6"Sidearm 1-1/2 to 10" Leg	1	1	1	1	1	1	1	1	1	1	2	1	1	0	14
7b	800575	Pirod	Univ Pipe Mnt,up 8"Angle leg	0	0	0	0	1	0	0	1	0	0	0	0	1	0	3
			II. HELIAX & ACCESSORIES															
8	VXL6-50	Andrew	1-1/4" Flexible Feeder Cal	170	130	130	150	130	150	110	130	130	140	260	130	180	0	1940
9	V6PNF-RPC	Andrew	1-1/4" Connector N-Femal	1	1	1	1	1	1	1	1	1	1	2	1	1	0	14
10	V6PNM-RPC	Andrew	1-1/4" Connector N-Male	1	1	1	1	1	1	1	1	1	1	2	1	1	0	14
11	F4-PNMNF-6	Andrew	Top RF Jumper, 6Ft	1	1	1	1	1	1	1	1	1	1	2	1	1	0	14
12	F4PNMNM-6	Andrew	Bottom RF Jumper, 6Ft	1	1	1	1	1	1	1	1	1	1	2	1	1	0	14
13	29961	Andrew	1-1/4" Hoisting Grip	1	1	1	1	1	1	1	1	1	1	2	1	1	0	14
14	SGL6-06B2	Andrew	1-1/4" Grounding Kit	2	2	2	2	2	2	2	2	2	2	4	2	2	0	28
15	241474-4	Andrew	Cold Shrink, 1/2" to 1/2", N	1	1	1	1	1	1	1	1	1	1	2	1	1	0	14
16	241475-5A	Andrew	Cold Shrink, 1-1/4" to 1/2", N	1	1	1	1	1	1	1	1	1	1	2	1	1	0	14
17	42396A-1	Andrew	1-1/4" Hanger Kit of 10	5	4	4	5	4	5	3	4	4	4	8	4	6	0	60
18	31769-5	Andrew	Hardware Kit of 10	5	4	4	5	4	5	3	4	4	4	8	4	6	0	60
19	27290A	Andrew	Jacketed Cable Tie Kit of 20	2	2	2	2	2	2	2	2	2	2	4	2	2	0	28
20	IS-50NX-C1	P'Phaser	Coaxial Lightning Arrestor	1	1	1	1	1	1	1	1	1	1	2	1	1	1	15

DATA 10 - COM CENTER EQUIPMENT

IPNC EQUIPMENT (INDUSTRIAL MODEL) **SHEET** **1 of 1**

LOCATION **ROOM-158**

ITEM		PART NUMBER	MFR/VENDOR	DESCRIPTION	QTY
1		46353-105	CPI	Universal Rack, 19 Inch, 7 Ft,6 Inch High	1
2		40108-119	CPI	Double-Sided Shelf, 19-Inch Rack	1
3		11245-119	CPI	Adjustable Monitor Shelf, 19-Inch Rack	1
4		12193-101	CPI	Sliding Keyboard/Mouse Tray	1
5		41016-007	CPI	Rack Grounding Kit, 7Ft-6 Inch	1
6		10758-101	CPI	Small Pheriperal Shelf	1
7		40606-2	CPI	12-24x1/4" Mtng Screws, PHMS, Pkg of 50	1
8		12310-104	CPI	Rack Channel Stand-off, 4RMU	4
9		R6410-IQ	ATL	64/56K Adaptive DSU with RS232, rack-Mtd	14
10		RM-4	ATL	Rack-Mount Kit for Item-9	2
11		TR-4	ATL	Power Transformer for Item-9	4
12		EVMBSM-0006	BlackBox	Data Cable, CSUDSU/IPNC, DB25M/25F,6FT	14
13		EYN-717A	BlackBox	Category-5 Cable, GA-24, 2-Pair	100 Ft
14		FM110-10PAK	BlackBox	Modular Plug, RJ45, solid	3
15		SP527A	BlackBox	DDS Line Protector	13
16		S110AB5-50JPA	Seimon	Modular Jack Block Assy	3
17		TPC13FA-CB	Pulizzi	Rack-Mtd PowerStrip	2
18		GB67A	Graybar	Mounting Bar, 19-Inch Rack	6
19		IPNC-HW	IPMN	IP Network Controller Hardware comprising of:	1
				Dell Rack	
				Color Monitor, Keybord & Mouse	
20		IPNC-SW	IPMN	IPNC Software Package, LINUX &	
				Application Software.	1
21		MT-5634ZBA	Multi-Tech	Dial-Up Modem	1
22		70001203	Digi-Board	AccelePort Xem, 16em-PCI, DB25	1
23		278-792	Radio Shack	Ethernet Cable Assy, 12 Ft	1
24		IPTC	IPMN	TURBOCONVERTER	14

EXHIBIT G

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT H1

EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIAL AGREEMENT

MAINTENANCE AND TECHNICAL SUPPORT
MOBILE DATA COMMUNICATIONS SYSTEM

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ CONTRACT NO. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H2

NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIAL AGREEMENT

MAINTENANCE AND TECHNICAL SUPPORT
MOBILE DATA COMMUNICATIONS SYSTEM

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ CONTRACT NO. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____