

AGREEMENT FOR THE PROVISION OF INFORMATIONAL TECHNOLOGY SERVICES

This agreement for the provision of informational technology services ("Agreement") is made and entered into this 5th day of March 2009 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Leverage Information Systems ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide informational technology services to City in connection with City's proposed wireless remote monitoring system at City's Emergency Operations Center (the "Services"). The specific Services which Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.
- 1.3 Consultant shall comply with all applicable Federal, State and local laws and regulations in the performance of its obligations under this Agreement including, but not limited to, the Americans with Disabilities Act and the Fair Employment and Housing Act.

ARTICLE 2 - RESPONSIBILITIES OF CITY

- 2.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

ARTICLE 3 - PAYMENT AND NOTICE

- 3.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Sixty One Thousand Six Hundred Sixty-Seven and 58/100 Dollars (\$61,667.58). City shall pay Consultant on a time and materials basis up to the not to exceed amount, based upon the rates shown in Exhibit "A."
- 3.2 Consultant shall submit monthly invoices to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses, if any. City shall pay

Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice, provided (1) the Services reflected in the invoice were performed to the reasonable satisfaction of City in accordance with the terms of this Agreement, (2) that the number of hours of Services set forth in the invoice reflects the amount of time ordinarily expended for such Services by members of the profession currently practicing in the same locality under similar conditions, and (3) that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of the Agreement.

- 3.3 All notices shall be given in writing by personal delivery or by mail. Notices, sent by mail should be addressed as follows:

City: David Hexem
Information Technology Services
City of Redlands
PO Box 3005
Redlands, CA 92373

Consultant: Brian Waltz
Leverage Information Systems
PO Box 630
Woodinville, WA 98072

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section.

ARTICLE 4 - INSURANCE AND INDEMNIFICATION

- 4.1 All insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until all required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services.

- 4.2 Workers Compensation and Employer's Liability.

Consultant shall secure and maintain Workers Compensation and Employer's Liability insurance throughout the duration of this Agreement in accordance with the laws of the State of California, with an insurance carrier acceptable to City.

- 4.3 Hold Harmless and Indemnification. Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys fees, arising from injury or death to

persons or damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or sole negligent omissions in performing the Services.

- 4.4 Comprehensive General Liability Insurance. Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 4.5 Business Auto Liability Insurance. Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City. City shall be named as an additional insured.

ARTICLE 5 - CONFLICTS OF INTEREST

- 5.1 Consultant covenants and represents that it does not have any investment or interest in any real property any source of income which would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 5.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make or participate in:
- (i) the making or any governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
 - (iii) authorizing City to enter into, modify or renew a contract;
 - (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) granting City approval to a plan, design, report, study or similar item;

- (vi) Adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 5.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

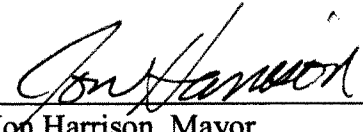
ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party
- 6.2 Consultant shall not assign any of the Services to be performed under this Agreement, except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.
- 6.3 All documents, records, drawings, designs, cost estimates, electronic data files, databases, and other documents developed by Consultant pursuant to this Agreement, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents and any use of incomplete documents will be at City's sole risk.
- 6.4 Consultant is for all purposes an independent contractor. Consultant shall supply all tools and instrumentalities required to perform the Services. All personnel employed by Consultant are for its account only, and in no event shall Consultant or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City.
- 6.5 Unless earlier terminated, as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.
- 6.6 This Agreement may be terminated by either party, in its sole discretion and without cause, by providing thirty (30) business days' prior written notice to the other party (delivered by certified mail, return receipt requested) of intent to terminate.

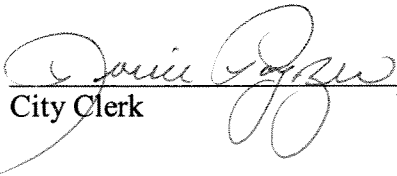
- 6.7 If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.
- 6.8 Upon receipt of a termination notice, Consultant shall immediately discontinue all services affected, and within five (5) business days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of any data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services required by this Agreement. Consultant shall be compensated on a pro-rata basis for work completed up until notice of termination.
- 6.9 Consultant shall maintain books and accounts of all payroll costs and expenses related to the Services. Such books shall be available at all reasonable times for examination by City at the office of Consultant.
- 6.10 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 6.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 6.12 The liability of Consultant (including officers, directors, employees, agents, affiliates, and parent companies) for damages resulting from a breach of Consultant's obligation to perform the Services shall be limited to the amount of fees paid pursuant to City in the calendar year in which the breach occurred.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

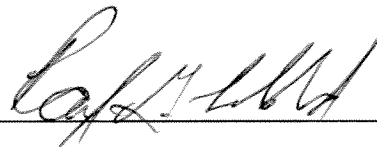
CITY OF REDLANDS

By: 
Jon Harrison, Mayor

ATTEST:


City Clerk

LEVERAGE INFORMATION SYSTEMS

By: 

SCOPE OF WORK (SOW)

The purpose of this scope is to describe the work necessary to install and configure the equipment needed to build a wireless Point to Point 1 GIG Backbone on the license 80 GHz band frequency. This solution involves installing reasonably fast deployable point to point radios, and assist in the preparation of the Police Department internal network to handle video traffic.

CitiBank Building

- Survey area for environmental challenges or problems
- Install BridgeWave remote radio.
- Target antenna and optimize wireless connections.
- Install NEMA and Cisco switch
- Install Conduit as needed
- Terminate BridgeWave radio to switch
- Aggregate existing wired Firetide radios to network to switch
- Configure Firetide radio with new network configurations
- Perform system acceptance tests
- Document installation, and test results

EOC

- Survey area for environmental challenges or problems
- Install BridgeWave Head-in radio.
- Target antenna and optimize wireless connections..
- Install Cisco 3560-E switch and terminate BridgeWave fiber
- Configure switch
- Perform system acceptance tests
- Document installation, and test results

Customer Responsibilities

- Provide a point of contact to Leverage technician for the duration of the project.
- Provide access to customer facilities necessary to complete the project.
- IP addressing space
- 110 Volt AC power at all deployment locations
- Supply patch cables and other interconnection supplies, unless specifically ordered and listed on the Quote
- Locations of where equipment will be mounted/placed with access for equipment installation and configuration
- Appropriate outage time, notify users, and provide a point of contact to Leverage technician for the duration of the project
- End user notification of cut over dates, down time and other workflow interrupting activities if applicable

- When necessary Leverage may require clients provide: passwords, door codes, and access to the system for configuration and testing
- List of user names and access levels
- Pre-stage area for un-boxing, integration, and pre-configuration of equipment
- Terminate BridgeWave link into existing Redlands Router

Scope of Work Notes

- When necessary Leverage may require clients provide: passwords, door codes, and access, or provide a suitable escort with required access to ensure successful completion of the project.
- 110 Volt AC must be provided 1 week prior to installation at all camera installation locations.

Assumptions Estimates

Estimates are provided based on the scope detailed above. Any changes or additions to the scope detail will be billed above and beyond the estimate on a Time & Materials basis.

Delays

If we are delayed more than one hour per site by those parts of the installation that are outside our control: i.e. Telco circuit delays, network non-availability, existing or reuse hardware / cable failures; delay time will be charged at our normal Time & Materials rate.

Labor Rates

All labor quoted is normal working hours (8am-5pm, M-F, non-holiday) unless otherwise stated. Premium labor rates apply to other than normal working hours.

Configurations

Some device configurations will be completed at offices operated by Leverage Information Systems. These configuration hours will be placed against quoted hours that are pre-approved by the client.

Pre-Paid Support

Pre-paid support hours recommended can be adjusted to meet your budget and planning requirements. Support hours can be purchased later as needed if preferred.

Power

All locations are assumed to have power or will be provided by the client.

Permits

If permits are needed it is the customer responsibility to have permits on hand before installation, or advise Leverage that permits will be need so we may file the appropriate paper work.

Hardware

Leverage will be responsible for receiving all equipment. Leverage will install the equipment, integrate it into the customer network (connect network cables) and test the equipment against the proposed operation guidelines, and to TIA/EIA standards.

Access

Leverage will be granted access to appropriate areas of the proposed install locations and the PD local network.

Installation

Installation includes unpacking hardware, mounting, connecting cables, installing and configuring software and hardware for proper operation as part of network.

2. PRICE SCHEDULE

The pricing herein is for Leverage to provide equipment and engineering services for installation of the equipment below.

MFG.	PART #	DESCRIPTION	QTY.	PRICE	EXT. PRICE
BridgeWave	AR80	1.25 Gbps Full-Duplex, Med-Range Link, 80GHz, 12" external antennas	1	\$35,900.00	\$35,900.00
BridgeWave	IS-PSP24	AC shunt, 24 VDC, AC/DC POWER PROTECTION, N/A	2	\$60.00	\$120.00
BridgeWave	TP-G412-72	Universal Tripod Mount, with 4.5"OD x 72" Pipe	1	\$424.00	\$424.00
BridgeWave	MT-416	Non Penetrating Roof Sled	1	\$610.00	\$610.00
BridgeWave	MT-F1637	Rubber Mat, .5" x 18" x 48" *6 mats/sled	1	\$20.00	\$20.00
Hyperlink	NB141207-1HFS	110VAC Weatherproof Enclosure, Heater/Blower, Fan	2	\$450.40	\$900.80
Hyperlink	HGX-PMT13	Universal Mounting Kit for NEMA Enclosures	2	\$42.00	\$84.00
Cisco	WS-C2955C-12	2955 12 TX w/MM Uplinks	1	\$1,257.72	\$1,257.72
Cisco	PWR-2955-AC=	AC to 24 V DC Din Rail Power Brick	1	\$252.17	\$252.17
Cisco	CON-SNT-WSC2955C	SMARTNET 8X5XNBD 2955 12 TX w/MM Uplinks	1	\$153.16	\$153.16
Cisco	GLC-SX-MM=	GE SFP, LC connector SX transceiver	2	\$315.22	\$630.43
Cable Exchange	LC-LC-MMDX-15M	50' Multimode Fiber Cable, LC-LC	1	\$28.57	\$28.57
Cable Exchange	LC-LC-MMDX-6M	20' Multimode Fiber Cable, LC-LC	1	\$21.43	\$21.43
Equipment Subtotal					\$40,402.29
MFG.	PART #	DESCRIPTION	QTY.	PRICE	EXT. PRICE
Leverage	LM-REM-BWAR80-1YR	BWAR80 8x5 NBD, M-F Remote Support, HW Warranty & Depot Repair, 1-Year	1	\$5,385.00	\$5,385.00
Leverage	LM-REM-CiscoC2955C12-1YR	CiscoC2955C12 8x5 NBD, M-F Remote Support, HW Warranty & Depot Repair, 1-Year	1	\$188.66	\$188.66
Maintenance Total					\$5,573.66
TOTALS				PRICE	
Hardware				\$40,402.29	
Other (Layer 1 & Misc.)				\$1,074.29	
Shipping				\$414.77	
Sales Tax (Los Angeles County, CA)			0.0775	\$3,246.58	
Maintenance 1-Year (Optional)				\$5,573.66	
Labor, Engineering, Project Management, Training, Bonding, Travel, and Per Diem				\$10,956.00	
Total Price				\$61,667.58	

Leverage guarantees the work of its installations for 365 days.
The quotes provided herein are valid for 60 days and are based on Net-30 terms.
For questions or revision, please contact Brian Waltz at brianw@leverageis.com.