

AGREEMENT FOR INTEGRATED VIDEO SURVEILLANCE SYSTEM

This agreement for professional services associated with the purchase and installation of an integrated video surveillance system ("Agreement") is made and entered into as of the seventeenth day of February, 2009 ("Effective Date") by and between the City of Redlands ("City") and Leverage Information Systems ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

1. Services. The services to be performed by Consultant under this Agreement are specifically described in Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Services"). Where in conflict, the terms of this Agreement supersede and prevail over any provisions of Exhibit "A."

2. Term; Termination. The term of this Agreement shall commence upon its Effective Date and shall expire upon completion of performance of the Services by Consultant. Notwithstanding the foregoing, either Party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered, and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with Section 3 of this Agreement. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work

and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

3. Compensation; Expenses; Payment. City shall compensate Consultant for all Services performed by Consultant in an amount based upon Consultant's hourly rates for the Services as described in Consultant's fee schedule marked Exhibit "B," which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum six hundred twenty seven thousand, six hundred eighty eight dollars (\$627,688) unless the performance of the Services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such Services or incurring such costs and expenses by City. Compensation and reimbursement of costs and expenses hereunder shall be paid pursuant to the Fee and Payment Schedule, marked Exhibit "B," which is attached hereto and incorporated herein by this reference.

4. Additional Services. In the event City desires the performance of additional services not otherwise included within the Services described in Exhibit "A," such services shall be authorized in advance of the performance thereof by City's City Manager. Such amendment to this Agreement shall include a description of the services to be performed hereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as

the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. Records. Consultant shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to the Services. Such records shall be available to City for review and copying during regular business hours at Consultant's place of business or as otherwise agreed upon by the Parties.

6. Reliance on Professional Skill of Consultant. Consultant represents that it has the necessary professional skills to perform the Services and City shall rely on such skills of Consultant to do and perform such Services. In performing the Services, Consultant shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by Consultant hereunder.

7. Documents. All documents, plans, drawings, renderings and other papers, or copies thereof, prepared by Consultant pursuant to this Agreement shall, upon preparation and delivery to City, become the property of City.

8. Relationship of Parties. It is understood that the relationship of Consultant to City is that of an independent contractor, and all persons working for or under the direction of Consultant are its agents or employees and not agents or employees of City.

9. Schedule. Consultant shall adhere to the schedule set forth in Exhibit "A;" provided, that City shall grant reasonable extensions of time for the performance of the Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Consultant acknowledges the importance to City of City's schedule and shall put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule.

10. Indemnity. Consultant shall defend, indemnify and save harmless City, its elected officials, officers, commissions, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its elected officials, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Consultant, its officers, employees or agents in the performance of any Services pursuant to this Agreement. The duty of Consultant to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Consultant to indemnify, its elected officials, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

11. Insurance. Consultant shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to Consultant's Services to be performed hereunder covering City's risks in form subject to the approval of the City Attorney and/or City's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Consultant's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

Concurrently with the execution of this Agreement, Consultant shall furnish City with certificates, endorsements and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage as follows:

(a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City shall have received written notification of cancellation or reduction in coverage by first class mail;

(b) Providing that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);

(c) Naming the City of Redlands, its elected officials, officers, boards, commissions, employees and agents, as additional insureds; and

(d) Providing that Consultant's insurance coverage shall be primary insurance with respect to City, its elected officials, officers, boards, commissions, employees and agents, and any insurance or self-insurance maintained by City for itself, its elected officials, officers, boards, commissions, employees or agents shall be in excess of Consultant's insurance and not contributory with it.

12. WORKERS' COMPENSATION. Consultant certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing the performance of the Services under this Agreement.

13. NON-DISCRIMINATION. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Consultant shall take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. Consultant shall post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

14. Notice. All notices required by this Agreement shall be given to City and Consultant in writing, by UPS or FedEx, postage prepaid, addressed as follows:

CITY: Russ Dalzell
30 Cajon Street
Redlands, 92373

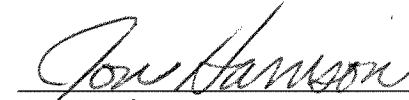
CONSULTANT: Terry Woodruff EVP
Leverage Information Systems
18815 – 139th Ave NE, Ste B
Woodinville, WA 98072

15. Non-Assignment. This Agreement is not assignable either in whole or in part.
16. Amendments. This Agreement may be amended or modified only by written agreement signed by the Parties.
17. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
18. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either Party shall be brought in the County of San Bernardino, California.
19. Attorneys' Fees. 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 the use of in-house counsel by a Party.
20. Conflict of Interest. Consultant may serve other clients, but none who are active within the City of Redlands or who conduct business that would place Consultant in a "conflict of interest" as that term is defined in State law.
21. Entire Agreement. This Agreement, including Exhibits "A" and "B," comprises the entire Agreement of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
on the date first above written by their respective officers duly authorized in that behalf.

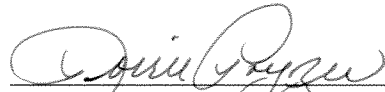
CITY OF REDLANDS

Dated: 2/17/09


Jon Harrison, Mayor

ATTEST:

Dated: 2-17-2009


Lorrie Poyzer, City Clerk

CONSULTANT

Dated: 2/3/09


Doug Chesler, CEO Leverage Information Systems

Exhibit "A"



Redlands Police Department Statement of Work for Integrated Video Surveillance System

Prepared on January 21, 2009 By:
Leverage Information Systems
Ray LeBlond, Regional Manager
Shannon Moore, Territory Manager
Brian Waltz, Account Manager

18815 139th Ave NE #B
Woodinville, WA 98072
425.482.9200 Office
800.825.6680 Toll Free
425.485.9400 Fax
www.leverageis.com

The information contained in this proposal is furnished in confidence to the party requesting this proposal with the understanding that it will not, without the expressed written permission of Leverage Information Systems, be used or disclosed for other than evaluation purposes; provided, however, that in the event a Contract is awarded on the basis of this proposal or quotation, the party requesting this proposal shall have the right to use or disclose this information to the extent provided by the Contract.

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1.0 SCOPE OF WORK (SOW) – JOB # 918Q

Objective

This scope of work will detail services by Leverage Information Systems, Inc. (Leverage) to deliver equipment for the Integrated Video Surveillance System as outlined in Leverage's RFP response on December 10, 2008.

Description of Work

Please refer to the RFP response by Leverage for a detailed description of the equipment to be installed at the following locations outlined in the RFP:

1	State Street @ Sixth Street	PTZ Camera
2	State Street @ Sixth Street	Fixed Camera
3	300 E. State Street (Citi Bank Building)	PTZ Camera
4	300 E. State Street (Citi Bank Building)	PTZ Camera
5	Citrus Ave @ Redlands Blvd	PTZ Camera
6	Citrus Ave @ Church Street	PTZ Camera
7	Citrus Ave @ Sixth Street	PTZ Camera
8	Citrus Ave @ Orange Street	PTZ Camera
9	Orange Street @ Oriental Ave	PTZ Camera
10	328 Orange Street	PTZ Camera
11	30 Cajon St. – Police Annex	PTZ Camera
12	Sixth Street @ Colton Ave	PTZ Camera
13	Sixth Street @ Redlands Blvd	PTZ Camera
14	Redlands Blvd @ Fern Ave	PTZ Camera
15	Texas Street @ Colton Ave	PTZ Camera
16	Texas Street @ Redlands Blvd	PTZ Camera
17	Eureka Street @ Oriental Ave	PTZ Camera
18	Smiley Library	PTZ Camera
19	Smiley Library	PTZ Camera
20	Smiley Library	PTZ Camera
21	Smiley Library	PTZ Camera
22	Redlands Bowl	PTZ Camera
23	Redlands Bowl wireless backhaul	Replace existing
24	Redlands Bowl DVR system with NVR based system	Replace existing
25	300 E. State St. eliminate shadow effect	Reengineer antennas to

Leverage Responsibilities

Leverage-Provided Equipment

A list of equipment to be installed as outlined in the description above is as follows:

MFG.	PART #	DESCRIPTION	QTY.
FireTide	3000-9000-DSK-CN	HotView Pro Mesh Management Software, 30 Nodes	1
APPS/SW Subtotal			
MFG.	PART #	DESCRIPTION	QTY.
			0
Licensing Subtotal			
HARDWARE			
MFG.	PART #	DESCRIPTION	QTY.
Leverage	LSN2001W	LSN Gen-2 Mobile Video Surveillance Node, Wireless 802.11, PTZ Camera	15
Leverage	LSN2001W2	LSN Gen-2 Mobile Video Surveillance Node, Dual Radio, PTZ Camera	2
Ripley	5731	Power Tap, 6' Cord	12
BridgeWave	AR80	1.25 Gbps Full-Duplex, Med-Range Link, 80GHz, 12" external antennas	1
BridgeWave	IS-PSP24	AC shunt, 24 VDC, AC/DC POWER PROTECTION, N/A	2
BridgeWave	TP-G412-72	Universal Tripod Mount, with 4.5"OD x 72" Pipe	1
BridgeWave	MT-416	Non Penetrating Roof Sled	1
BridgeWave	MT-F1637	Rubber Mat, .5" x 18" x 48" *6 mats/sled	1
Bosch	VG4-323-ECS0W	26x PTZ Day/Night Camera, Outdoor, 24VAC, EnviroDome, Wall Mt.	1
Bosch	KBE-485V28-20U	Fixed Day/Night Camera, Mt., Wall Arm, 24VAC, 2.8-10mm Lens, 1/3" CCD	4
Bosch	VG4-323-ECS0P	26x PTZ Day/Night Camera, Outdoor, 24VAC, EnviroDome, Pipe Mt.	3
IndigoVision	769116	9000 1 Input Transmitter Box, PoE, 30/25 fps 4SIF recording, E-Spec	8
IndigoVision	980133	Network Video Recorder, 2TB, Fixed Disk, NVR200 FD2000	2
IndigoVision	980132	Network Video Recorder, 1TB, Fixed Disk, NVR200 FD1000	1
IndigoVision	317005	5-Stream Video Recording Dongle	5
FireTide	6201	HotPort - Single Radio, Outdoor, POE, Tri-Band	2
FireTide	AP-050-N	5.1-5.8GHz Panel (Patch) Ant 21dBi	8
FireTide	AS-050-N	5.1 to 5.8 GHz 90° Sector Antenna, 16dBi gain	1
Hyperlink	NB141207-1HFS	110VAC Weatherproof Enclosure, Heater/Blower, Fan	8
Hyperlink	HGX-PMT13	Universal Mounting Kit for NEMA Enclosures	8
Cable Exchange	LC-LC-MMDX-15M	50' Multimode Fiber Cable, LC-LC	1
Cable Exchange	LC-LC-MMDX-6M	20' Multimode Fiber Cable, LC-LC	1
XMA Corp.	XPDC-4.9-6.0-2N	Antenna Cable Splitter	1
Comm Supply	FIT-PC-1.0	NVR Embedded PC, Windows XP, 80GB Hard Drive, 512 MB RAM	5
Altronix	TP2450	24VAC/50VA	8
Cisco	IE-3000-8TC	Cisco IE 3000 Switch, 8 10/100 + 2 T/SFP	1
Cisco	SIESLBT-12244EX	Cisco IE 3000 LAN BASE W/O CRYPTO WITH WEB BASED DEV MGR	1
Cisco	PWR-IE3000-AC=	IE 3000 Power transformer	1
Cisco	CON-SNT-IE38TC	MARTNET 8X5XNBD Cisco IE3000 Switch, 8 10/100 + 2 T/SFP	1
Cisco	GLC-SX-MM-RGD=	1000Mbps Multi-Mode Rugged SFP	2
Hardware Subtotal			

OTHER (LAYER 1 & MISC.)			
MFG.	PART #	DESCRIPTION	QTY.
Leverage	LOT-EQUIP	Cables, wire, custom fabricated brackets, and installation hardware	1
Leverage	LIFT RENTAL	Bucket Truck Rental	1
JC Electric	LOT-EQUIP	C10 Electrical Supplies	1
Leverage	LOT-EQUIP	Antenna Poles	1
Other Subtotal			
MFG.	PART #	DESCRIPTION	QTY.
Leverage	FREIGHT-FIXED	Freight Cost	1
Shipping Subtotal			

Leverage Engineering and Installation

Leverage engineering will provide the following installation and configuration

- Antenna alignment
- Fixed camera pointing and field-of-view optimization
- Codec provisioning
- NVR provisioning
- TSU factory default configurations
- Link TSUs to wireless components
- Configure video viewing and recording parameters
- Create wireless meshes
- Configure and optimize microwave backhaul
- Configure new wireless components to existing video surveillance network
- Verify wireless connectivity
- Update central Control Center database
- Leverage will ensure video quality meets existing downtown camera quality
- Troubleshooting and testing

Maintenance and Support

Leverage Gold Support: On-Site Support plan

Leverage Information Engineering will remotely diagnose reported system failures, and provide resolution. Support is predicated upon establishing VPN connectivity and appropriate access to the Customer's network. As necessary, Leverage Information Engineering will deploy an Engineer on-site for resolution.

- Response Time to initial call: 1 hour
- Engineer on site: Next Business Day
- Parts Coverage: All parts are covered under this plan. The only exceptions are standard consumable items such as batteries, access cards, etc. Leverage will provide replacement and/or depot repair for any equipment needing replacement or repair (freight charges may apply).
- All labor, travel, and per diem are covered under this plan.
- Any firmware upgrades required that resolve non-conformance is covered by this plan. Upgrades may be done remotely or on site. Firmware and software upgrades that provide system enhancement are not covered under this plan – but may be requested for deployment by the covered under this plan.
- Items Not Covered: Any damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning and Acts of God. Also, any items designed to fail in order to protect equipment, such as power and/or lightening suppressors.

Project Plan

PROJECT - INTEGRATED VIDEO SURVEILLANCE SYSTEM						
TIME	TASK	RESPONSIBILITY	START DATE	DURATION	COMPLETION DATE	COMMENTS
Week 1	Contract Agreement	Leverage/Customer	2/23/2009	2 Days	2/25/2009	
Week 1	Execute Contract	Leverage/Customer	2/25/2009	1 Day	2/26/2009	
Week 1	Generate PO	Customer	2/26/2009	1 Day	2/27/2009	
Week 1	Process PO	Leverage	2/26/2009	1 Day	2/27/2009	
Week 2	Procure Components	Leverage	3/2/2009	7 Days	3/9/2009	
Week 2	Component Lead Time	Leverage	3/2/2009	35 Days	4/13/2009	
Week 2	Review Requirements	Leverage/Customer	3/2/2009	7 Days	3/9/2009	
Week 2	Site Survey	Leverage/Customer	3/2/2009	7 Days	3/9/2009	
Week 3	Develop SOW	Leverage	3/9/2009	7 Days	3/16/2009	
Week 4	SOW Agreement	Leverage/Customer	3/16/2009	1 Days	3/16/2009	
Week 4	Leverage Fabrication	Leverage	3/16/2009	28 Days	4/6/2009	
Week 5	Start Documentation	Leverage	3/23/2009	53 Days	5/15/2009	
Week 5	Staging Equipment	Leverage	3/23/2009	21 Days	4/13/2009	
Week 6	Power/Cable Installation	Leverage	3/30/2009	14 Days	4/13/2009	
Week 7	Site Prep for Install	Leverage	4/6/2009	7 Days	4/13/2009	
Week 8	Installation of Equipment	Leverage	4/13/2009	14 Days	4/27/2009	
Week 9	System-Level Configuration	Leverage	4/20/2009	7 Days	4/27/2008	
Week 10	Verify Requirements	Leverage/Customer	4/27/2009	7 Days	5/4/2009	
Week 11	System Acceptance Testing	Leverage/Customer	5/4/2009	7 Days	5/11/2009	
Week 12	Training	Leverage	5/12/2009	2 Days	5/13/2009	
Week 12	Finish Documentation	Leverage			5/15/2009	
Week 12	Project Completed	Leverage			5/15/2009	
Week 12	Initiate Support Plan	Leverage	5/15/2009			

Assumptions

Access

Access to physical locations and required network access will be organized and arranged by the Redlands Police Department.

Delays

Leverage makes every effort to assist and overcome all unforeseen obstacles that may occur and has been 100% successful to date. However, should a delay require us to extend the install caused by situations 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.

Environmental

The indoor equipment locations must have optimal environmental conditions to support equipment functionality.

Network Addressing

Addressing scheme of network devices and surveillance appliances will be provided to a Leverage engineer at least 24-hours prior to physical installation. If none is given, Leverage will issue a default network addressing scheme.

Power

Deployment locations will have access to continuous power provided by the client. The power outlet will be weatherized by the client.

EXHIBIT "B" **Fee and Payment Schedule**

	Total Contract Amount	Payment Upon Execution of Contract	Payment upon Intallation of Hardware	Payment Upon Live Production Use	Payment Upon Final System Acceptance
Taxable Hardware and Software					
Software	2,995.00				
Hardware	324,432.49				
Misc. Cabling & Hardware	20,494.74				
Sub-Total Hardware - (pre-tax)	347,922.23	86,980.56	86,980.56	86,980.56	86,980.56
Tax	26,963.97	6,740.99	6,740.99	6,740.99	6,740.99
Sub-Total Hardware Including Tax	374,886.20				
 Non Taxable Services					
Shipping	3,479.22	869.81	869.81	869.81	869.81
Engineering / Installation / Configuration	135,017.00	33,754.25	33,754.25	33,754.25	33,754.25
Training	2,608.00				2,608.00
Two Years Maintenance	111,697.42				111,697.42
Sub-Total Services	252,801.64				
 TOTALS	 \$ 627,687.84	 \$ 128,345.61	 \$ 128,345.61	 \$ 128,345.61	 \$ 242,651.03