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Contract No. \_\_\_\_\_  
Federal ID No. \_\_\_\_\_  
Vendor No. \_\_\_\_\_

## **WIRELESS DEMONSTRATION PROJECT CONTRACT**

THIS CONTRACT, made between the COUNTY OF HENNEPIN, State of Minnesota, hereinafter referred to as Hennepin County on behalf of the Hennepin County Sheriff's Office; the City of Ontario, State of California, hereinafter referred to as City of Ontario, on behalf of the Ontario Police Department; the City of Redlands, State of California, hereinafter referred to as City of Redlands, on behalf of the Redlands Police Department, and Visionics Corporation ("Visionics"), a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at (5600 Rowland Road, Minnetonka, MN 55343), hereinafter referred to as Contractor.

### **1. Overview**

In May of 1999, the United States Department of Justice, Office of Community Oriented Policing Services (COPS) has awarded a Grant (Grant # 1999CNWX0005) under the U.S. Technology Grant Award program to Hennepin County for the deployment of remote wireless fingerprint capture systems to various public safety agencies in the State of Minnesota and in the State of California. On July 19, 2000, Hennepin County entered into a Contract ("2000 Contract") with Visionics (then known as Digital Biometrics, Inc.) to supply said wireless fingerprint capture system. The purpose of that Contract was to define the terms and conditions under which the above named Contractor would deliver the Contractor's remote wireless fingerprint capture systems to said named public safety agencies, including the non-contracting participating agencies in the State of Minnesota as named in this Contract. Under the terms and conditions of the Grant, referenced as Hennepin County Contract A14239 in Hennepin County under Hennepin County Resolution No. 99-5-345, the Hennepin County Sheriff's Office of Hennepin County, Minnesota will act as primary agency responsible for the disbursement of Grant funds to the Contractor. Contractor is identified in the Grant as sole provider of the necessary technology to implement a remote wireless fingerprint capture system.

In September of 2000, the U.S. Department of Justice converted the COPS Grant to a National Institute of Justice Grant (NIJ Grant #2000-9347-MN-IJ). Much of the work contemplated by 2000 Contract, which had a term of eighteen months ending January 19, 2002, has been completed by Contractor. Additional time will be required for Contractor to complete all the work contemplated by 2000 Contract and the Parties hereto have entered into this Agreement to provide for the completion of the delivery of the wireless remote fingerprint capture system. The NIJ Grant #2000,9347-MN-IJ was for a total of \$1,500,000.00. Of this amount, Hennepin County was to directly administer \$211,000.00, leaving a balance of \$1,289,000.00. As of February 21, 2002, \$622,359.00 has been paid to Contractor, \$634,828.00 worth of equipment and services are yet to be delivered by Contractor and a Grant Reserve of \$31,813.00 has been established by Hennepin County.

It is the intention of the Parties hereto, that with the exception of minor modifications to Sections 1,2,4,5,6,7,8,30,60 and 64, the terms and conditions of 2000 Contract remain in effect.

## **2. Contract Exhibits**

The following listed Contract Exhibits A through K below are hereby incorporated into and made a part of the Contract. Exhibits A, B,D,E, F,G, H and I are the Exhibits from 2000 Contract as they appeared in the 2000 Contract, Exhibits C and J have been modified to reflect current circumstances and Exhibit K has been added to identify and set forth the status of the Change Orders that have been implemented and made a part of 2000 Contract. Any reference to Digital Biometrics, Inc. or DBI in the Exhibits shall mean Visionics. In interpreting this Contract and resolving any ambiguities, the main body of the Contract including subsequent amendments (with the most recent amendment having precedence over earlier amendments) will take precedence over the Exhibits.

**Exhibit A. Project Description (Agencies)**

**Exhibit B. Statement of Work (Project Requirements, System Specification, Training, Project Status Monitoring)**

**Exhibit C. Project Schedules**

**Exhibit D. Contract Deliverable Requirements List**

**Exhibit E. Bill of Materials**

**Exhibit F. Minnesota Agency Memorandum of Understanding (MoU) Agreements**

**Exhibit G. Licensing, Warranty, and Maintenance (DBI, Third Party)**

**Exhibit H. Project Acceptance Tests**

**Exhibit I. Technical Documents**

**Exhibit J. Subcontractor Escrow Payments**

**Exhibit K. Change Orders**

## **3. Services to Be Provided**

Contractor agrees to deliver a multi-agency, wireless data communications system demonstration known as the Wireless Demonstration Project as described in Project Description, Exhibit A and Statement of Work, Exhibit B to Hennepin County Sheriff's Office, Ontario Police Department in the State of California, and the Redlands Police Department in the State of California hereinafter referred to as the Participating Agencies. The Contractor also agrees to deliver the Wireless Demonstration Project to the additional participating agencies in the State of Minnesota consisting of the Ramsey County Sheriff's Office, the Bloomington Police Department and the University of Minnesota Police Department as listed in Exhibit A as part of the Hennepin County Sheriff's Office system under a Memorandum of Understanding (MoU) Agreement as defined in Exhibit F of this Contract

Under the terms and conditions of this Contract, Contractor is fully responsible for developing, obtaining and installing all required products and services along with managing all subcontractors necessary to complete delivery of a multi-agency demonstration wireless data communications system. This includes providing all the equipment, tools, supplies, materials, incidentals and customary work, services, labor and supervision to complete Contract requirements. The functional requirements of the Contract, along with the performance specifications that the Contractor agrees to deliver as part of approved Detail Design Documents providing detailed system design and

documentation in accordance with this Contract under the System Design/System Documentation Section are set forth in Statement of Work, Exhibit B and in Technical Documents, Exhibit I. This provides Contractor's description of work to be performed under this Contract indicating how the Contractor plans to implement the proposed system by listing the software, hardware and equipment deployed and methods used at each of the participating agencies. This also includes the detailed system design of the proposed system to be delivered by Contractor as well as detailed system documentation with detailed agency office and vehicular equipment requirements, installation procedures and location documentation, equipment training along with project status monitoring and reporting procedures.

The remaining overall project deployment schedules, along with the remaining deployment project schedules for each of the Participating Agencies as listed in Project Description, Exhibit A are set forth in Exhibit C, Project Schedules. The remaining overall contract deliverables for this Contract, along with related costs for contract deliverable items for the proposed system by Contractor are set forth as part of Contract Deliverable Requirements List, Exhibit D. The complete equipment list of all hardware and software used in the Contract Deliverable Requirements List is enumerated in Bill of Materials, Exhibit E. All product and system warranties to be provided under this Contract, along with all equipment and system maintenance to be provided by Contractor during the contract period for services and products delivered, including all third party equipment and system maintenance are described under Exhibit G, regarding Licensing, Warranty, and Maintenance. Contractor will provide all related technical documents listed in Technical Documents, Exhibit I.

During the period of the contract, Contractor shall deliver to the Hennepin County Sheriff's Office and participating agencies in the State of Minnesota, the Ontario Police Department in the State of California, and the Redlands Police Department in the State of California a functional system capable of launching an identity check by remotely capturing fingerprints along with subject photo and being able to obtain a returned confirmation message indicating that either the fingerprint match was found, along with the persons identity or that no identity information is available based on matching fingerprints. The Contractor's Wireless Demonstration Project is designed to provide the functional ability to remotely launch fingerprint identify searches from a mobile device and receive search results at that same device outside the confines of the police vehicle.

#### **4. Contractor Administration**

Janet Arney of Visionics shall administer this Contract as Project Manager(s) on behalf of the Contractor in order to coordinate the services of the Contractor with the activities the Participating Agencies so as to accomplish the purpose of this Contract. Contractor may replace any or all of the herein-named persons subject to the approval of Hennepin County Sheriff's Office as being designated agency under this Contract to directly administer Grant funds (Section 6, Direct Administration Costs). The City of Ontario and City of Redlands will work through the Hennepin County Sheriff's Office on any issues of Contractor's Project Manager(s) replacement. During the duration of this Contract, the Project Manager(s) will be in charge of the overall project for the Contractor who will endeavor to have at least one of them personally available via telephone or site visit within 24 hours notice. The Project Manager(s) will, for as long as they remain in the employ of contractor, be assigned to the project for the duration of this Contract.

Contractor shall also replace any or all of the herein-named persons, along with any other employees of Contractor's when requested by the Hennepin County Sheriff's Office. The City of Ontario and City of Redlands will work through the Hennepin County Sheriff's Office on any issues of Contractor's employee(s) replacement. When requested to replace any or all of the herein-named persons, Contractor shall forthwith furnish resumes and other information to permit a proper review of the qualifications of any substitute person.

## **5. Agency Administration**

Robert Hamborg of the Hennepin County Sheriff's Office shall administer this Contract for work performed on behalf of the Hennepin County Sheriff's Office in the State of Minnesota and the participating agencies in Minnesota in order to coordinate the services of the Contractor so as to accomplish the purpose of this Contract. The City of Ontario shall administer this Contract for work performed on behalf of the Ontario Police Department in order to coordinate the services of the Contractor so as to accomplish the purpose of this Contract. The City of Redlands shall administer this Contract for work performed on behalf of the Redlands Police Department in order to coordinate the services of the Contractor so as to accomplish the purpose of this Contract.

## **6. Direct Administration Costs**

As part of the project requirements and administration costs of this Contract, Hennepin County Sheriff's Office is directly administering the cost of \$211,000.00 from the Grant amount (NIJ Grant #2000-9347-MN-IJ) of \$1,500,000.00 (One Million Five Hundred Thousand) for specific project equipment to be used by the Contractor in completing its obligations under this Contract and the cost of a consultant to represent Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota. The specific equipment (model and options) being directly purchased for use by Contractor under the terms and conditions of this Contract is listed in Bill of Materials, Exhibit E. This equipment, along with consultant services, are enumerated in the project budget part of Contract Deliverable Requirements List, Exhibit D as directly administered costs from Grant funds by the Hennepin County Sheriff's Office. All equipment being directly administrated under this Contract is being purchased under Minnesota State Contract No. 3746 and is to be considered as property owned by Hennepin County. The Minnesota State Contract (No. 3746) defines the terms and conditions of the equipment purchase, including warranty, installation, training and support issues. Contractor is not responsible for warranty, installation, equipment training and support of equipment being directly administrated under this Contract by the Hennepin County Sheriff's Office and being purchased under an existing Federal, State and/or County contract.. Contractor understands and agrees that Contractor is fully responsible for total integration of all equipment enumerated in Contract Deliverable Requirements List, Exhibit D and Bill of Materials, Exhibit E, including all equipment being directly administrated and/or owned by Hennepin County, Hennepin County Sheriff's Office, the participating agencies in the State of Minnesota, the Ontario Police Department and/or the Redlands Police Department, under the terms and conditions of this Contract.

## **7. Compensation**

Compensation to Contractor shall be based upon established equipment product delivery and project goal schedules contained within this Contract for the Hennepin County Sheriff's Office and the participating agencies in Minnesota, the Ontario Police Department, and the Redlands Police Department. Contractor shall submit itemized invoices to the Hennepin County Sheriff's Office Contract Administrator upon completion of those established equipment delivery and/or project goals under the terms and conditions set out in this Contract. Payment will be made to Contractor upon completion of established equipment product delivery and/ or project goals defined in Project Schedules, Exhibit C in amounts specified according to the equipment delivery schedule, system integration and services schedules contained in Contract Deliverable Requirements List, Exhibit D. Payment to Contractor for services and/or products rendered under this Contract for the Ontario Police Department and/or the Redlands Police Department will require written authorization for payment from those agencies being submitted, along with Contractor's itemized invoices, to the Hennepin County Sheriff's Office Contract Administrator.

The total amount of NIJ Grant #2000-9347-MN\_IJ was \$1,500,000.00 (One Million Five Hundred Thousand). Being that Hennepin County Sheriff's Office was directly administering the cost of \$211,000.00 from the Grant amount of \$1,500,000.00 (One Million Five Hundred Thousand), the maximum possible Grant amount available to be paid Contractor as Contract Amount under the terms and conditions of 2000 Contract and NIJ Grant #2000-9347-MN-IJ thereunder would not exceed the sum of \$1,289,000 (One Million Two Hundred and Eighty Nine Thousand) Dollars.

For services and products rendered under the terms and conditions of this Contract for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, payment shall be made to Contractor within 35 days of the date of receipt of Contractor's invoice to Hennepin County Sheriff's Office Contract Administrator provided that invoices are not submitted more often than monthly. For services and products rendered under the terms and conditions of this Contract for City of Ontario representing Ontario Police Department and/or City of Redlands representing Redlands Police Department, payment shall be made to Contractor within 35 days of the date of receipt of Contractor's invoice to Hennepin County Sheriff's Office Contract Administrator provided that written authorization for payment from those agencies is included with Contractor's invoice and that invoices are not submitted more often than monthly. If receipt of written authorization for payment is not included with Contractor's invoice, then payment will be made to Contractor within 35 days of receipt of written authorization from either City of Ontario or City of Redlands provided that invoices are not submitted more often than monthly. Contractor will provide separate invoices for Hennepin County representing Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, separate invoices for City of Ontario representing Ontario Police Department and separate invoices for City of Redlands representing Redlands Police Department.

Hennepin County reserves the right to determine final disbursement of Grant funds under NIJ Grant #2000-9347-MN-IJ as it sees fit in the event that a balance of Grant funds are left over at the end of this Contract.

## **8. Grant Funding Conditions**

NIJ Grant #2000-9347-MN-IJ funding for payment to Contractor under this Contract shall be in full force and effect for the period specified in section 10, Start Date/Termination Date, based on the terms and conditions of Grant funding. Hennepin County representing Hennepin County Sheriff's Office is responsible for all payments made to Contractor for work performed under this Contract that is funded and paid for by the Grant under the terms and conditions of this Contract. City of Ontario representing Ontario Police Department and/or City of Redlands representing Redlands Police Department are only responsible for payment authorization to Hennepin County who is responsible for issuing payment from Grant funds to Contractor for completed work by Contractor for City of Ontario and/or City of Redlands and are not responsible for any direct payments to Contractor for work performed for City of Ontario and/or City of Redlands under this Contract. Contractor understands and agrees to the terms and conditions of the Grant and holds Hennepin County its officials, officers, agents, employees and volunteers, City of Ontario its officials, officers, agents, employees and volunteers and/or City of Redlands its officials, officers, agents, employees and volunteers financially harmless for any work performed and/or delivered under this Contract that can not be paid for under Grant funding. Contractor understands that Grant funding can be terminated under certain Grant terms and conditions sooner than the one (1) year period. Contractor is still fully responsible for any methods, systems and/or hardware delivered and paid for with Grant funds under the terms and conditions of this Contract in the event of a Grant fund termination. If Grant funds for this Contract become unavailable, or are reduced, both the Contractor and the Participating Agencies will have the right to terminate this Contract without penalty and upon the terms and conditions as defined under Termination of Contract Section of this Contract.

## **9. Termination Of Contract**

Any of the Participating Agencies may terminate performance of work under this Contract in whole or in part for convenience. If a Participating Agency elects to terminate this Agreement pursuant to this provision, the Participating Agency Contract Administrator shall notify the Contractor by certified mail, return receipt requested, thirty (30) days prior to the effective date of such termination. Such notice shall state the extent of such termination, i.e., whether it is in whole or in part, and if in part, the extent of the terminated portion. Termination shall be effective as of the close of business on the date specified in the notice. Upon receipt of a notice of termination for convenience, the Contractor shall be paid under the payment conditions of this Contract in accordance with the following provisions:

- a. At the Contract price(s) for completed deliverables delivered to and accepted by the Participating Agency for which it has not been previously paid, taking into consideration any assessed offsets. Contract deliverables are listed in the Contract Deliverable Requirement List, Exhibit C.
- b. At a reasonable price, negotiated between the Contractor and the Participating Agency, for partially completed deliverables less any amounts for assessed offsets, with the amount for each deliverable not to exceed the price of that deliverable specified in the Contract. In the event of a failure to agree upon a reasonable price the matter shall be resolved as a dispute between the Contractor and the Participating



Agency. Any dispute resolution provisions of this Contract will take precedence.

- c. Any retention of holdback on payment amounts attributable to the terminated portion of the work shall be immediately paid.
- d. Any balance of Grant funds remaining after complete payment to the Contractor under the above conditions belongs to Hennepin County as being Grant Administrator.

Any termination for convenience of performance of work under this Contract in whole or in part by one or more of the Participating Agencies does not effect any Contract agreements with the remaining Participating Agency(ies). Only in the event of termination for convenience of performance of work under this Contract in whole by all of the Participating Agencies shall the entire Contract be terminated.

In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Participating Agency(ies) to obtain the services provided for under the Contract, ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, or becomes subject to or avails itself of any proceeding under the Federal Bankruptcy Act or any other statute relating to insolvency or the protection of the rights of creditors, the Participating Agency(ies) may, at their option, terminate their portion of this Contract effective upon notice.

## **10. Start Date/Termination Date**

This Contract shall commence upon full acceptance and signing of this Contract by Hennepin County, City of Ontario and City of Redlands and shall be in full force and effect thereafter until the earlier of (a) 18 months thereafter or (b) until completion of Contractor's Wireless Demonstration Project after being in full operation for 12 months. Such period is herein referred to as the "duration of this Contract."

## **11. Indemnification**

Subject to the provisions of Section 28, Limitations of Liability below, the Contractor agrees to defend, indemnify, and hold harmless Hennepin County and the Hennepin County Sheriff's Office in the State of Minnesota, Ramsey County and the Ramsey County Sheriff's Office in the State of Minnesota, the City of Bloomington and the Bloomington Police Department in the State of Minnesota, the University of Minnesota and the University of Minnesota Police Department in the State of Minnesota, the City of Ontario and the Ontario Police Department in the State of California, the City of Redlands and the Redlands Police Department in the State of California, their officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any negligent or intentional act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose negligent or intentional acts and/or omissions they may be liable in the performance of the services required by this Contract, and against all loss by reason of the failure of the Contractor to perform fully, in any respect, all obligations under this Contract, provided, however, that

- (1) Contractor will not be obligated to defend, indemnify or hold harmless any agency to the extent that such failure is a result of (a) the act or omission of that agency or (b) non-compliance with this Contract by that agency, and
- (2) Contractor's obligation to defend, indemnify and hold an agency harmless will be conditioned upon (a) prompt notification by that agency of any claim or suit, (b) reasonable cooperation, at Contractor's expense, in Contractor's defense of such suit or claim, and (c) that agency will allow Contractor to have control of such defense and will not make any settlement or compromise of such suit or claim without the prior written consent of Contractor.

## **12. Mutual Responsibility of Contractors and Subcontractors**

If acts or omissions of the Contractor and/or subcontractor(s) cause loss or damage to the work being performed under this Contract, then the Contractor will use all reasonable commercial efforts to settle with such subcontractor(s) by agreement or arbitration if such subcontractor(s) will so settle. Subject to the provisions of Limitations of Liability, Section 28 below, if such subcontractor(s) shall assert any claim against Hennepin County or the Hennepin County Sheriff's Office in the State of Minnesota, Ramsey County or the Ramsey County Sheriff's Office in the State of Minnesota, the City of Bloomington or the Bloomington Police Department in the State of Minnesota, the University of Minnesota or the University of Minnesota Police Department in the State of Minnesota, the City of Ontario or the Ontario Police Department in the State of California, the City of Redlands or the Redlands Police Department in the State of California for Contractor's failure to pay such subcontractor(s) for work performed and/or materials supplied under this Contract, then Hennepin County, City of Ontario and/or City of Redlands (as the case may be) shall notify the Contractor, who shall indemnify and hold harmless Hennepin County and the Hennepin County Sheriff's Office its officials, officers, agents, employees and volunteers in the State of Minnesota, Ramsey County and the Ramsey County Sheriff's Office its officials, officers, agents, employees and volunteers in the State of Minnesota, the City of Bloomington and the Bloomington Police Department its officials, officers, agents, employees and volunteers in the State of Minnesota, the University of Minnesota and the University of Minnesota Police Department its officials, officers, agents, employees and volunteers in the State of Minnesota, the City of Ontario and the Ontario Police Department its officials, officers, agents, employees and volunteers in the State of California, the City of Redlands and the Redlands Police Department its officials, officers, agents, employees and volunteers in the State of California against any such claim, on the basis and subject to the terms and conditions set out in Section 11, Indemnification.

## **13. Contractor's Insurance**

In order to protect the Contractor and those listed above under the indemnification provisions, the Contractor agrees at all times during the term of this Contract and beyond such term when so required, to have and keep in force the following insurance coverage for both the State of Minnesota and the State of California, along with any required endorsements for work performed in the State of California:

1. Commercial General Liability on an occurrence basis with Contractual Liability coverage:

|                                                                                                                                                                                                       |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|                                                                                                                                                                                                       | Limits      |
| General Aggregate                                                                                                                                                                                     | \$1,000,000 |
| Products- Completed Operations Aggregate                                                                                                                                                              | \$1,000,000 |
| Personal and Advertising Injury                                                                                                                                                                       | \$1,000,000 |
| Each Occurrence - Combined Bodily Injury and Property Damage                                                                                                                                          | \$1,000,000 |
| 2. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned, and hired automobiles.                                               |             |
|                                                                                                                                                                                                       | \$1,000,000 |
| 3. Workers' Compensation and Employer's Liability:                                                                                                                                                    |             |
| a. Workers' Compensation                                                                                                                                                                              | Statutory   |
| If the contractor is based outside the state of Minnesota, coverage must apply to Minnesota laws. Contractor must have Work's Compensation endorsement for work performed in the State of California. |             |
| b. Employer's Liability. Bodily injury by:                                                                                                                                                            |             |
| Accident - Each accident                                                                                                                                                                              | \$1,000,000 |
| Disease - Policy Limit                                                                                                                                                                                | \$1,000,000 |
| Disease - Each Employee                                                                                                                                                                               | \$1,000,000 |
| 4. Professional Liability - Per Claim and Aggregate                                                                                                                                                   | \$1,000,000 |
| This insurance coverage, along with endorsements for work in California, must be maintained continuously for a period of five years after the termination of this Contract.                           |             |

An umbrella or excess policy over primary liability coverage is an acceptable method to provide the required insurance limits.

It is required that Contractor's insurance be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in Minnesota and California. The above insurance limits establish minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance, which may be needed in connection with this Contract. Copies of Contractor's insurance policies shall be submitted to Hennepin County, City of Ontario and/or City of Redlands upon written request.

The Contractor shall not commence work until it has obtained required insurance and filed with Hennepin County, City of Ontario and City of Redlands an acceptable Certificate of Insurance which clearly evidences required insurance coverage. The certificate shall name Hennepin County, City of Ontario and City of Redlands as certificate holder, and as an additional insured for the Commercial General Liability coverage with respect to operations covered under this Contract. The certificate should

also show that Hennepin County, City of Ontario and City of Redlands will receive prior written notice in the event of cancellation, non-renewal, or material change in any described policies.

The Contractor shall furnish to Hennepin County, City of Ontario and City of Redlands updated certificates during the term of the Contract as insurance policies expire. If the Contractor fails to furnish proof of insurance coverage, Hennepin County, City of Ontario and/or City of Redlands may withhold payments, authorization for payment and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute.

#### **14. Additional Insurance Provisions**

The liability policies are to name as an additional insured all those parties listed in the indemnification provisions, Section 11 Indemnification, of this Contract for the Commercial General Liability coverage with respect to operations covered under this Contract using ISO additional Insured endorsement CG 20 10 or substitute providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance program. The Contractor's coverage shall contain no special limitations on the scope of protection afforded to Hennepin County or the other additional insured. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Hennepin County or the other additional insured.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, or canceled by either party, reduced in coverage or in limits, or non-renewed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Hennepin County, City of Ontario and City of Redlands.

The Contractor shall include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor where applicable. All coverage for subcontractors shall be subject to all of the requirements stated herein.

#### **15. Agency Property**

Subject to the provisions of Limits of Liability, Section 28, below, Contractor will be responsible for loss of or damage to (normal wear and tear excepted) any tangible personal property or real property of any Participating Agency which is used in connection with the performance of the Contract if such loss or damage is caused by the negligence, recklessness, or intentional tortious acts or omissions of the Contractor, its subcontractors, or agents. Contractor shall not be responsible for the acts of Participating Agencies, employees of any Participating Agency, or contractors of any Participating Agency.

#### **16. Affirmative Action Policies**

##### **a) Non-discrimination.**

In accordance with Hennepin County's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no

person who is protected by applicable Federal or State laws, rules and regulations against discrimination shall be otherwise subjected to discrimination.

**b) Hennepin County Contract Compliance.**

Further, if this Contract is for a sum of over \$100,000 or is one of several contracts with said Contractor within a 12-month period totaling more than \$100,000 or is amended to exceed \$100,000 and a written exemption was not granted or was withdrawn by the Hennepin County's Targeted Contract Services Division Director, then Contractor and Hennepin County agree that (1)"Hennepin County's Appendix X" forms and is a part of this Contract as though fully set forth herein, (2) Contractor will furnish all information and reports required by the Hennepin County Affirmative Action Policy, and (3) Contractor shall adopt and comply with the Hennepin County Board's Equal Employment Opportunity/Affirmative Action Policies with regard to employment. If at any time during the contract period the basis of an approved exemption should change, Contractor shall inform the Director in writing within 10 calendar days from the date of such change.

**17. Hennepin County Recycling Programs**

In accordance with Hennepin County's Recycling Program, Contractor agrees to establish an office paper and newsprint recycling program which shall include a written plan available to Hennepin County at the County's request containing the following: description of the plan; person and position responsible for plan administration; types of paper collected and method of collection and transportation to a recycling center; an annual report summarizing collection efforts. Contractor also agrees, in accordance with City of Ontario and City of Redlands on recycling, if any, to fully participate with required recycling programs.

**18. Successors & Assignment**

Contractor shall not assign, hypothecate, sublet, transfer or pledge this Contract and/or the services to be performed hereunder, whether in whole or in part, without prior written consent of Hennepin County, City of Ontario and City of Redlands.

**19. Severability**

The provisions of this contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Contract unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party. The parties further agree to substitute for the invalid provision, a valid provision that most closely approximates the economic effect and intent of the invalid provision.

**20. Contractor Responsibilities**

Contractor to assume responsibility to supply all services, material, hardware, and software for the proposed complete system whether or not the Contractor produces them. Hennepin County, City of Ontario, and City of Redlands will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Contract. Contractor represents to the

Participating Agencies that Contractor is qualified to do business in both Minnesota and California and that Contractor will obtain, if not already in possession, any necessary permits or licenses to do business in both Minnesota and California.

## **21. Additional Contractor Responsibilities**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of Hennepin County, City of Ontario and City of Redlands for any purpose or in any manner whatsoever. Contractor is to be and shall remain an independent contractor with respect to all services performed under this contract. Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Contract. Any and all personnel of Contractor or other persons, while engaged in the performance of any work or services required by Contractor under this Contract, shall have no contractual relationship with Hennepin County, City of Ontario and City of Redlands and shall not be considered employees of Hennepin County, City of Ontario and/or City of Redlands. Any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota, along with any and all claims that may or might arise under similar laws in the State of California, on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of Hennepin County, City of Ontario and City of Redlands; and Contractor shall defend, indemnify and hold Hennepin County, City of Ontario and City of Redlands, its commissioners, officials, officers, agents, employees, and volunteers harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from Hennepin County, City of Ontario and City of Redlands, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay and Public Employees Retirement Association (PERA) rights or benefits in the State of Minnesota.

## **22. Performance of Subcontractors**

The Contractor is fully responsible for all subcontractor's equipment and/or services if the Contractor elects to perform part of their contractual obligations using a subcontract(s) under the specifications contained in this Contract. The Contractor is neither expected to manufacture the entire system nor to propose equipment manufactured solely by the Contractor. Work or equipment complaints of non-conformance by Hennepin County Sheriff's Office and/or the participating agencies in the State of Minnesota, the Ontario Police Department, and/or the Redlands Police Department, on the part of an equipment supplier or subcontractor will be brought to the attention of the Contractor for action. Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, the Ontario Police Department, and the Redlands Police Department, expect no direct involvement with any equipment supplier or subcontractor and will work only through the Contractor. The only involvement with

any equipment supplier will be to accept delivery of the equipment. Likewise, any involvement with a subcontractor will only be to permit work on the equipment.

### **23. Subcontractor Approval**

Major subcontractors used in the completion of this Contract are listed in Appendix J. Contractor shall notify Hennepin County in writing of any change of major subcontractors listed in Appendix J and used in the completion of this Contract for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota. Hennepin County shall have the right to approve in advance any subcontractor who will perform work at Hennepin County Sheriff's Office premises and/or any of the participating agency premises in the State of Minnesota. Contractor shall notify City of Ontario in writing of any change of major subcontractors listed in Appendix J and used in the completion of this Contract for Ontario Police Department. City of Ontario shall have the right to approve in advance any subcontractor who will perform work at Ontario Police Department premises. Contractor shall notify City of Redlands in writing of any change of major subcontractors listed in Appendix J and used in the completion of this Contract for Redlands Police Department. City of Redlands shall have the right to approve in advance any subcontractor who will perform work at Redlands Police Department premises. Subcontractor approval shall not be unreasonably delayed or withheld by any of the Participating Agencies.

### **24. Right to Audit Contractor's Books and Records**

Contractor agrees that Hennepin County, the Minnesota State Auditor, the Minnesota Legislative Auditor or any of their duly authorized representatives in the State of Minnesota, City of Ontario, Ontario City Auditor, the California Legislative Auditor or any of their authorized representatives in the State of California and City of Redlands, Redlands City Auditor, the California Legislative Auditor or any of their authorized representatives in the State of California, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent and involve transactions relating to this Contract. Such material must be retained for six years by the Contractor after Contract termination or cancellation. Contractor's accounting practices and procedures relevant to this Contract shall also be subject to examination by any or all of the aforesaid persons as often as and during such times as aforesaid.

### **25. Data Privacy, Nondisclosures and Clearances**

Contractor agrees to abide by the provisions of the Minnesota Government Data Practices Act and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality, and as any of the same may be amended. Contractor also agrees to abide by any similar data practices or laws in the State of California and all other applicable State of California rules and regulations relating to data privacy or confidentiality in the State of California.



Supplemental to any indemnification provision herein, Contractor agrees to defend and hold Hennepin County and the Hennepin County Sheriff's Office in the State of Minnesota, Ramsey County and the Ramsey County Sheriff's Office in the State of Minnesota, the City of Bloomington and the Bloomington Police Department in the State of Minnesota, the University of Minnesota and the University of Minnesota Police Department in the State of Minnesota, the City of Ontario in the State of California and the City of Redlands in the State of California, their officers, agents and employees harmless from any claims resulting from Contractor's unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the cancellation or termination of this Contract.

Contractor will be responsible for Contractor's and/or subcontractor's personnel, or that of its officials, officers, employees, or agents complying with these statutes and regulations. Contractor will complete any necessary nondisclosure agreements and obtain any and all necessary clearances required for work under this Contract.

## **26. Publicity**

Any publicity given to the demonstration project provided herein, including but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify Hennepin County Sheriff's Office, Ontario Police Department and/or Redlands Police Department as participating in the Wireless Fingerprint Demonstration Project sponsored by the United States Department of Justice, Office of Community Oriented Policing Services (COPS) program. Any publicity related to the demonstration project involving the Participating Agencies shall not be released without prior approval by the named Participating Agency(ies). The Contractor retains the right to present system performance information to potential customers.

## **27. Minnesota and California Laws Govern**

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Contract and the legal relations between the Contractor and Hennepin County representing Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected. The Laws of the State of California shall govern all questions and interpretations concerning the validity and construction of this Contract and the legal relations between the Contractor and the City of Ontario and the Ontario Police Department. The appropriate venue and jurisdiction for any litigation between the Contractor and the City of Ontario and the Ontario Police Department will be those courts located within the San Bernardino, California. The Laws of the State of California shall govern all questions and interpretations concerning the validity and construction of this Contract and the legal relations between the Contractor and the City of Redlands and the Redlands Police Department.



Notwithstanding anything to the contrary in this Section, if Hennepin County is a party to litigation arising out of this Contract, Minnesota law shall govern in the event there is a conflict of laws.

## **28. Limitations of Liability**

It is understood that the subject project is a demonstration effort and that Contractor is keenly motivated to satisfy the needs of the County and the Participating Agencies. Contractor is not, however, prepared to accept open-ended liabilities for failures of the project to satisfy these needs. The obligations of Contractor under this Contract are to use reasonable commercial efforts to satisfy the requirements of this Contract. In the event any part of the equipment or services to be provided by Contractor fails to comply with the specifications set out in this Contract, Contractor will use all reasonable commercial efforts to achieve compliance with such specifications. In the event of any delay in the delivery of any part of such equipment, Contractor will use all reasonable efforts to expedite delivery of such equipment.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS CONTRACT, EXCEPT FOR PERSONAL INJURY OR DEATH, THE CONTRACTOR'S TOTAL LIABILITY UNDER THIS CONTRACT, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW BUT NOT TO EXCEED THE GREATER OF (A) AMOUNTS PAID TO CONTRACTOR UNDER THIS CONTRACT OR (B) \$500,000. IN NO CASE WILL CONTRACTOR BE LIABLE TO ANY OF THE PARTICIPATING AGENCIES FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE EQUIPMENT, OR THE SERVICES PROVIDED BY THE CONTRACTOR PURSUANT TO THIS CONTRACT, EXCEPT FOR REASONABLE INCIDENTAL DAMAGES RESULTING FROM CONTRACTOR'S BREACH OF THIS CONTRACT WHICH ARE FOR COSTS OF INSPECTION, RECEIPT, PACKAGING, TRANSPORTATION, RECOVERY OF EQUIPMENT, AND/OR CUSTODY OF EQUIPMENT RIGHTFULLY REJECTED.

## **29. Default**

If Contractor shall fail to fulfill its obligations under this Contract properly and timely, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, thereupon Hennepin County, City of Ontario and/or City of Redlands shall have the right to terminate this Contract if Contractor has not cured the default after receiving thirty (30) days written notice. This Contract may then be terminated by Hennepin County, City of Ontario and/or City of Redlands by giving at least three (3) days written notice to Contractor of such termination and specifying the effective date thereof. Hennepin County, City of Ontario and City of Redlands shall not be obligated to pay for services which do not comply with the terms of this Contract.

Notwithstanding the above, but subject to the provisions of Section 28 Limitations of Liability above, Contractor shall not be relieved of liability to any Participating Agency for damages sustained by such Participating Agency by virtue of any breach of this contract

by Contractor, and the affected Participating Agency may withhold any payments or authorizations for payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due to such Participating Agency is determined. It is agreed that any right or remedy provided for herein shall not be considered as the exclusive right or remedy of the Participating Agency for any default in any respect by the Contractor, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law, equity, or statute.

The failure of a Participating Agency to insist upon strict performance of any covenant, agreement, or stipulation of the contract or to exercise any right herein contained shall not be a waiver or relinquishment of such covenant, agreement, stipulation, or right, unless the affected Participating Agency consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment in the future of such covenant, agreement, stipulation or right.

### **30. Equipment Ownership/Continued Licensed Software Usage**

All right, title, and interest for all products, systems, computer hardware, and/or equipment, purchased under NIJ Grant #2000-9347-MN-IJ and used for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota under the terms and conditions of this Contract belong to Hennepin County. This includes the right for continued usage of all licensed software products and systems paid for under NIJ Grant #2000-9347-MN-IJ and used for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota. All right, title, and interest for all products, systems, computer hardware, and/or equipment purchased under NIJ Grant #2000-9347-MN-IJ and used for Ontario Police Department under the terms and conditions of this Contract belong to City of Ontario. This includes the right for continued usage of all licensed software products and systems paid for under Grant (#1999CNWX0005) and used for Ontario Police Department. All right, title, and interest for all products, systems, computer hardware, and/or equipment purchased under NIJ Grant #2000-9347-MN-IJ and used for the Redlands Police Department under the terms and conditions of this Contract belong to City of Redlands. This includes the right for continued usage of all licensed software products and systems paid for under NIJ Grant #2000-9347-MN-IJ and used for Redlands Police Department. Hennepin County, City of Ontario, and City of Redlands are not required at the end of this Contract to return any products, systems, software licenses (subject to the terms of the license), hardware and/or equipment purchased under NIJ Grant #2000-9347-MN-IJ to the Contractor or to any of Contractor's subcontractors personnel, or that of its officials, officers, employees, or agents.

### **31. Equipment Purchases**

For any equipment purchases required for use under this Contract and not specified or indicated by brand and/or name within this Contract, Hennepin County representing Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, City of Ontario representing Ontario Police Department, and City of Redlands representing Redlands Police Department reserves the right to request product equipment for evaluation before making a purchasing decision under this Contract. Furthermore, Hennepin County, City of Ontario, and City of Redlands reserves the right

to return any unused products and/or equipment specified under this Contract within thirty (30 days) of shipment without penalty. Contractor will provide procedures for returning delivered equipment and for cancellation of ordered equipment not yet delivered.

### **32. Year 2000 Compliance**

The Contractor shall provide hardware and software capable of successfully processing year 2000 dates according to established Hennepin County guidelines for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota. Contractor shall provide hardware and software capable of successfully processing year 2000 dates according to established City of Ontario guidelines for City of Ontario Police Department. Contractor shall provide hardware and software capable of successfully processing year 2000 dates according to established City of Redlands guidelines for City of Redlands Police Department. In the event that no prior year 2000 (Y2K) guidelines exist, then established State of Minnesota Y2K guidelines shall prevail for the Participating Agencies in the State of Minnesota and State of California Y2K guidelines shall prevail for the Participating Agencies in the State of California.

### **33. Intellectual Property Indemnification**

The Contractor warrants that any materials or products provided or produced by the Contractor or utilized by the Contractor in the performance of this Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against Hennepin County Sheriff's Office and/or the participating agencies in the State of Minnesota, their officials, officers, agents, employees and volunteers, Ontario Police Department in the State of California, its officials, officers, agents, employees and volunteers, and the Redlands Police Department in the State of California, its officials, officers, agents, employees and volunteers, Hennepin County Sheriff's Office will promptly notify the Contractor and, the Contractor, at the Contractor's expense, shall defend, indemnify and hold harmless Hennepin County and the Hennepin County Sheriff's Office in the State of Minnesota, Ramsey County and the Ramsey County Sheriff's Office in the State of Minnesota, the City of Bloomington and the Bloomington Police Department in the State of Minnesota, the University of Minnesota and the University of Minnesota Police Department in the State of Minnesota, the City of Ontario and the Ontario Police Department in the State of California, the City of Redlands and the Redlands Police Department in the State of California against any loss, cost, expense, or liability (including attorney's fees) arising out of such claim provided that the affected Participating Agencies cooperate with Contractor in the defense of such claim and do not make any settlement or compromise without the prior written consent of Contractor .

If such a claim has occurred, or in the Contractor's opinion is likely to occur, the Contractor shall use reasonable commercial efforts to either procure for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, Ontario Police Department in the State of California, and the Redlands Police Department in the State of California, the right to continue using the material or product or replace or modify materials or products. If, despite using reasonable commercial efforts, Contractor is unable to procure such right, the Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, Ontario Police Department in the State

of California, and the Redlands Police Department in the State of California, shall return the materials or products to the Contractor, upon written request of Contractor, and at Contractor's expense, and Contractor shall return to Hennepin County all payments made to Contractor under this Contract.

#### **34. Ownership of Copyright**

All right, title, and interest in all copyright material which Contractor shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Contract, will be and remain the sole property of Contractor.

#### **35. Contractor Sensitive Documents and Information**

The Contractor and its subcontractors agree to identify all Contractor and subcontractor sensitive documents and information (herein called "Confidential Information"), not contained within the Contract, as confidential and/or proprietary information. The use and disclosure of any such Confidential Information to Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota shall be governed by the Minnesota Data Practices Act (Minnesota Statutes, Section 13.37). The use and disclosure of any such Confidential Information to Ontario Police Department in the State of California, and the Redlands Police Department in the State of California shall be governed by applicable State of California laws.

Hennepin County, City of Ontario, and City of Redlands will use reasonable precautions to protect the confidentiality of Confidential Information. If, pursuant to the applicable State law, any third party seeks the release of any the Contractor's and/or subcontractor's Confidential Information, Hennepin County, City of Ontario, and/or City of Redlands will notify the Contractor of such request so that Contractor may promptly seek a court order protecting such information.

The Contractor shall be primarily responsible for defending any request seeking such release, and shall defend, indemnify and hold harmless Hennepin County and the Hennepin County Sheriff's Office in the State of Minnesota, Ramsey County and the Ramsey County Sheriff's Office in the State of Minnesota, the City of Bloomington and the Bloomington Police Department in the State of Minnesota, the University of Minnesota and the University of Minnesota Police Department in the State of Minnesota, the City of Ontario and the Ontario Police Department in the State of California, the City of Redlands and the Redlands Police Department in the State of California, its combined member agents and employees, from any judgment awarded, including attorney fees, against Hennepin County and the Hennepin County Sheriff's Office in the State of Minnesota, Ramsey County and the Ramsey County Sheriff's Office in the State of Minnesota, the City of Bloomington and the Bloomington Police Department in the State of Minnesota, the University of Minnesota and the University of Minnesota Police Department in the State of Minnesota, the City of Ontario and the Ontario Police Department in the State of California, the City of Redlands and the Redlands Police Department in the State of California for failure to produce such Confidential Information in response to such request.

Under the terms of this Contract, Hennepin County, City of Ontario, and/or City of Redlands have the right to use or disclose the technical data to the extent otherwise

provided in this Contract or by law. Hennepin County, City of Ontario, and City of Redlands do not assume liability for the use or disclosure of unmarked technical data.

### **36. Project Documents**

Hennepin County, City of Ontario, and City of Redlands reserve the right to retain copies of any reports, studies, photographs, negatives, or other documents prepared and/or attached to this Contract by Contractor and not marked as confidential and/or as proprietary information in the performance of Contractor's obligations under this contract. Copies of all such materials shall remain with Hennepin County, City of Ontario, and City of Redlands upon completion, termination or cancellation of this Contract.

### **37. Errors and Omissions**

The Contractor shall not take advantage of any errors and omissions in the system specifications. Where errors or omissions appear in the specification, the Contractor shall promptly notify Hennepin County, City of Ontario and/or City of Redlands of such error or omission. Inconsistencies in the specifications shall be reported to Hennepin County Sheriff's Office as primary agency whenever found.

For correction of any errors and omissions, Hennepin County, City of Ontario, and/or City of Redlands will furnish additional instructions with reasonable promptness, by means of drawings, addendum, or otherwise what is necessary for proper execution of the work. All such instructions will be consistent with the Contract and reasonable inferable therefrom. In giving such additional instructions, each agency shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the work.

If, knowing of an error or omission and prior to correction thereof the Contractor proceeds with any work affected thereby, it shall do so at its own risk. Work so done shall not be considered as work done under the Contract unless and until approved and accepted. In case of any discrepancy, specifications shall govern over diagrams.

### **38. Dispute and Resolution**

The Contract shall be interpreted and construed in accordance with Section 27, "Minnesota and California Laws Govern". Before any party to this Contract may bring suit (other than a suit for injunctive relief) in any court concerning an issue relating to this Contract, it shall first seek in good faith to resolve the issue through negotiation or other forms of binding or non-binding alternative dispute resolution mutually acceptable to the parties.

City of Ontario reserves the right in any legal action between the Contractor and the City of Ontario to claim that the prevailing party in litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### **39. Delays and Extensions of Time**

It shall be understood that the Contractor will not undertake to hold Hennepin County and the Hennepin County Sheriff's Office in the State of Minnesota, Ramsey County and the Ramsey County Sheriff's Office in the State of Minnesota, the City of Bloomington and the Bloomington Police Department in the State of Minnesota, the University of Minnesota and the University of Minnesota Police Department in the State of Minnesota, the City of Ontario and the Ontario Police Department in the State of California, the City of Redlands and the Redlands Police Department in the State of California responsible in any manner for any damages or loss of money to Contractor due to delays during the duration of this Contract.

Any requests for extensions of time under this Contract for Hennepin County shall be made in writing to Hennepin County Sheriff's Office. Hennepin County Sheriff's Office will respond to Contractor's request in writing within 10 days of receiving the request. Hennepin County Sheriff's Office at its sole discretion reserves the right to limit extensions of time and/or not grant any extensions of time to Contractor under this Contract. Any requests for extensions of time under this Contract for City of Ontario shall be made in writing to the Ontario Police Department. Ontario Police Department will respond to Contractor's request in writing within 10 days of receiving the request. Ontario Police Department at its sole discretion reserves the right to limit extensions of time and/or not grant any extensions of time to Contractor under this Contract. Any requests for extensions of time under this Contract for City of Redlands shall be made in writing to the Redlands Police Department. Redlands Police Department will respond to Contractor's request in writing within 10 days of receiving the request. Redlands Police Department at its sole discretion reserves the right to limit extensions of time and/or not grant any extensions of time to Contractor under this Contract.

#### **40. Equipment and Material**

All equipment and materials proposed and supplied under the terms of this Contract shall be of current design and new manufacture.

#### **41. Material Proposed as Equal**

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specific article of material shall be understood as indicating the type, function, minimum standard or design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

#### **42. Equipment Installation/Equipment and Installation Standards**

The Contractor is required to furnish and install all equipment, with the exception of vehicular equipment installation, as necessary to make this a complete and operational system that meets all Contract requirements under this Contract. Equipment check out as well as installation of all equipment will be considered a part of the total system implementation requirements. Installation of all equipment in the office will be performed by the Contractor and/or its subcontractors. Installation of all vehicular equipment will be performed at Participating Agency RF radio shop facilities or a commercial RF radio shop as designated by the Participating Agency. Cost to Participating Agency for installation of Contractor's vehicular equipment, if any, will be provided by Contractor

under this Contract. Contractor will provide all detailed installation and mounting instructions for all vehicular equipment to be installed by the Participating Agency. This includes any mounting locations and safety considerations for installation of equipment in the Participating Agency vehicles. All provided equipment under this Contract for both office installation and vehicular installation will conform to all related industry standards including related State and Federal safety standards. This is to include all related OSHA safety compliance standards and regulations. Contractor is fully responsible for the safe installation of all Contractor equipment for both office and agency vehicles, whether performed by the Contractor, any subcontractors-used by Contractor and/or agency radio shop, including any necessary inspections to insure compliance with Contractor's installation procedures and instructions. Contractor is fully responsible for any additional cost to the Participating Agency for any changes and/or modifications to Contractor's office and vehicular equipment installation(s) if such office and/or vehicular equipment installation is found to be in violation of any State and/or Federal (including OSHA) safety regulations. Contractor will submit all vehicular installation procedures and instructions as part of Contractors Detail Design Document 30 days in advanced for review by the Participating Agency. All applicable safety standards being provided by Contractor will be documented in the Detail Design Document(s), in Statement of Work, Exhibit B and applicable technical documents in Technical Documents, Exhibit I. As part of acceptance test, Contractor will inspect all installations to insure all requirements of the Detail Design Document have been met. Participating Agency review and acceptance of the vehicular installation procedures and instructions as provided by Contractor in the Detail Design Document(s) will follow the procedures under System Design, System Documentation Section of this Contract.

All vehicular equipment installations for Hennepin County Sheriff's Office in the State of Minnesota will require prior written approval from the Hennepin County Sheriff's Office before any equipment installations are done. All vehicular equipment installations for the Ramsey County Sheriff's Office in the State of Minnesota will require prior written approval from the Ramsey County Sheriff's Office before any equipment installations are done. All vehicular equipment installations for the Bloomington Police Department in the State of Minnesota will require prior written approval from the Bloomington Police Department before any equipment installations are done. All vehicular equipment installations for the University of Minnesota Police Department in the State of Minnesota will require prior written approval from the University of Minnesota Police Department before any equipment installations are done. All vehicular equipment installations for the Ontario Police Department will require prior written approval from the Ontario Police Department before any equipment installations are done. All vehicular equipment installations for the Redlands Police Department will require prior written approval from the Redlands Police Department before any equipment installations are done.

For all office and vehicular equipment installations, Contractor agrees to observe and enforce upon itself and all subcontractors all applicable sections of the Occupational Safety and Health Act of 1970 as amended, and shall be subject to inspections by authorized officials for compliance. Contractor agrees that all office and vehicular equipment provided and/or installed either by the Contractor and/or Contractor's subcontractors under the terms of this Contract shall be designed, built, and tested to comply with recognized standards as appropriate.



Where minimum standards of performance criteria are set forth in applicable specifications, Contractor agrees not to compromise any of these standards or performance criteria. Where specific standards are not mentioned or defined for the Contractor's equipment, systems and/or methods being provided under this Contract, then Contractor will incorporate equipment, systems and/or methods consistent with reliability and performance of standards for similar equipment, systems and/or methods when elsewhere specified. Participating Agencies understand that any requirements not specifically included in this Contract will be addressed under Change Order as defined in Section 52. Agencies should recognize this as potential cost impact if a specific safety issue is introduced or considered which has not been specifically stated in this document. Contractor will not proceed with any Contract deployment of equipment, systems and/or methods requiring FCC approval until such licenses and/or approval has been obtained. Contractor will provide copies of any required FCC licenses and/or approval before installations are begun.

#### **43. System Usage and Support Training**

Contractor shall provide complete on-site end-user and support training on Contractor's system, include any third party systems provided and used under the terms and conditions of this Contract to all agency officers (end-users) and trainers of Hennepin County and the participating agencies in Minnesota, Ontario Police Department and Redlands Police Department. Training provided by Contractor shall consist of least one 8 hour session and provide on-site training at Hennepin County Sheriff's Office for the Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, on-site training at City Ontario Police Department and on-site training at City of Redlands Police. Under the terms and conditions of this Contract being a pilot project, Contractor shall identify the known risks and limitations of using Contractor's system during training to Hennepin County and the participating agencies in Minnesota, Ontario Police Department and Redlands Police Department. Contractor will state the purpose under which the Contractor's System is being provided and that the System is an experimental pilot system without any prior operational history. Contractor will also state that, being an experimental pilot system, officers should not make any legal decisions based on the results of the System.

Contractor shall provide printed training and user manuals to all personnel of the Hennepin County and participating agencies in Minnesota, City of Ontario Police Department and City of Redlands Police Department agencies during training. Contractor shall also identify in Contractor's printed training and user manuals the known risks and limitations of using Contractor's system. Contractor will continue to provide new and/or revised training to all agencies on any revisions of Contractor's equipment and/or systems provided under the terms and conditions of this Contract.

#### **44. Agency Responsibility**

Under the terms and conditions of this contract, Hennepin County does not assume any responsibility for completion or quality of Contractor's work in City of Ontario portion of this Contract or the completion or quality of Contractor's work in City of Redlands portion of this Contract. Hennepin County is only responsible to the City of Ontario and City of Redlands, under the terms and conditions of this Contract, for issuing payment from Grant funds to Contractor upon Contractor completing City of Ontario equipment

deliveries and project milestones and City of Redlands equipment deliveries and project milestones set forth in Project Schedules, Exhibit C and equipment delivery, system integration and services schedule of Contract Deliverable Requirements List, Exhibit D. Written authorization from City of Ontario and City of Redlands is required before any payment will be issued by Hennepin County to the Contractor from Grant funds. Such authorizations shall not be unreasonably withheld or delayed.

#### **45. Project Schedule**

Seven different project schedules will be provided by the Contractor under this contract and enumerated as part of Project Schedules, Exhibit C.

- 1) Overall Project Schedule for entire Wireless Demonstration Project
- 2) Minnesota Agencies
  - a) Hennepin County Sheriff's Office Project Schedule
  - b) Ramsey County Sheriff's Office Project Schedule
  - c) Bloomington Police Department Project Schedule
  - d) University Of Minnesota Police Department Project Schedule
- 3) California Agencies
  - a) Ontario Police Department Project Schedule
  - b) Redlands Police Department Schedule

The entire overall project schedule and the project schedules for Hennepin County and the participating agencies in the State of Minnesota will be approved by the Hennepin County Sheriff's Office and is provided as part of this Contract in Project Schedules, Exhibit C. The project schedule for City of Ontario will be approved by the Ontario Police Department and is provided as part of this contract in Project Schedules, Exhibit C. The project schedule for City of Redlands will be approved by the Redlands Police Department and is provided as part of this contract in Project Schedules, Exhibit C. All project schedules contained in Project Schedules, Exhibit C must be approved in advance by Hennepin County, City of Ontario and City of Redlands. No such required approvals will be unreasonably withheld or delayed.

#### **46. Payment Schedule**

Hennepin County Sheriff's Office of Hennepin County under the terms of the DOJ Grant is authorized to issue payments to Contractor for all products, goods, services and work provided under the terms of this contract for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, City of Ontario Police Department, and City of Redlands Police Department.

Hennepin County hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by the Contractor, to pay the Contractor when the terms and conditions of the contract, along with the specifications have been fully completed and fulfilled on the part of the Contractor in accordance with the system acceptance procedures defined in System Acceptance, Section 50 and acceptance criteria defined in Acceptance Test Criteria, Section 51. Hennepin County Sheriff's Office as lead member agency of the Wireless Demonstration Project under the terms of DOJ Grant will issue payments to the Contractor for products, goods, services and work performed under this contract according to attached equipment delivery, system integration and services schedule of Contract Deliverable Requirements List, Exhibit D.

Hennepin County will issue payment to Contractor for equipment delivery by Contractor to City of Ontario for Ontario Police Department according to the equipment delivery schedule in Contract Deliverable Requirements List, Exhibit D when City of Ontario issues such written authorization for payment to Hennepin County. Hennepin County will issue payment to Contractor for system integration and services upon City of Ontario satisfaction of Contractor's completion of Ontario Police Department project goals according to the system integration and services schedule contained in both the Project Schedules, Exhibit C and the Contract Deliverable Requirements List, Exhibit D when City of Ontario issues such written authorization for payment to Hennepin County. The City of Ontario will not unreasonably withhold or delay such authorization.

Hennepin County will issue payment to Contractor for equipment delivery by Contractor to City of Redlands for Redlands Police Department according to the equipment delivery schedule in Contract Deliverable Requirements List, Exhibit D when City of Redlands issues such written authorization payment to Hennepin County. Hennepin County will issue payment to Contractor for system integration and services upon City of Redlands satisfaction of Contractor's completion of Redlands Police Department project goals according to the system integration and services schedule contained in both Project Schedules, Exhibit C and Contract Deliverable Requirements List, Exhibit D when City of Redlands issues such written authorization for payment to Hennepin County. The City of Redlands will not unreasonably withhold or delay such authorization.

#### **47. Payment Terms and Conditions**

##### **1) Project Equipment Delivery Payment Terms**

Hennepin County agrees to process payment request from Contractor for the delivery and integration of hardware equipment indicated in the equipment delivery schedule of Contract Deliverable Requirements List, Exhibit D and according to the following payment terms:

- a) Contractor provides equipment-only invoices for equipment delivered. Payment will be issued under the payment terms of this Contract to the Contractor for equipment delivered according to the equipment delivery schedule of Contract Deliverable Requirements List, Exhibit D for each agency. Hennepin County Sheriff's Office reserves the right to request and inspect all copies of third (3<sup>rd</sup>) party equipment invoices provided to Contractor for delivery of equipment to Contractor for equipment that Contractor does not assemble or manufacture.
- b) Contractor provides written acceptance of equipment shipment from agency at time of invoice.
- c) Hennepin County will issue a 75% payment of invoice total to Contractor according to Hennepin County payment policies as defined in this Contract. Balance of payment equipment invoice (25%) will be made by Hennepin County upon completion of integration and acceptance of such equipment. It may be required for Contractor to complete integration and acceptance of additional equipment with the current equipment before balance of payment (25%) is paid. In such cases, there may be several outstanding balances of payments (25%) on multiple pieces of equipment that require final integration and acceptance before final payment is made.

- d) Upon completion and acceptance of equipment integration, Contractor can issue invoice(s) for payment of balance(s) on delivered equipment(s) by including the original invoice number(s). Contractor must provide written acceptance of completion of hardware integration with each invoice. Contractor must identify by invoice number used on original invoice which balance of payment(s) is being sought.
  - e) Acceptance of integration for remaining (25%) hardware payment will be determined as part of Contractor's conformance to this Contract. Hennepin County Sheriff's Office will determine acceptance of Contractor's integration of hardware and/or software as completed in Minnesota. The City of Ontario will determine acceptance of Contractor's integration of hardware and/or software as completed for City of Ontario Police Department. The City of Redlands will determine acceptance of Contractor's integration of hardware and/or software as completed for City of Redlands Police Department.
- 2) Project Integration, Third Party Service Costs and Contractor Administration Payment Terms

Hennepin County agrees to process payment request from Contractor for general project integration, third party service and contractor administration costs for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, City of Ontario Police Department, and City of Redlands Police Department indicated in the system integration and services schedule of Contract Deliverable Requirements List, Exhibit D and according to the following payment terms:

- a) Contractor provides System Integration/Services invoices for system integration and systems performed. Payment will be issued under the payment terms of this Contract to the Contractor for general project integration, third party service and Contractor administration costs according to the system integration and services schedule of Contract Deliverable Requirements List, Exhibit D after completion and final acceptance of that portion of the project according to Acceptance Test Criteria of this Contract and the Project Acceptance Tests, Exhibit H.
- b) For the Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, payment for general project integration, third party service and contractor administration costs upon completion and final acceptance for project work completed according to the system integration and services schedule of Contract Deliverable Requirements List, Exhibit D. Contractor's completion and final acceptance for each project goal in the Project Schedule, Exhibit C and the system integration and services schedule of Contract Deliverable Requirements List, Exhibit D shall be determined by the Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota according to Acceptance Test Criteria of this Contract and the Project Acceptance Tests, Exhibit H.
- c) For the City of Ontario Police Department, payment for general project integration, third party service and contractor administration costs upon completion and final acceptance for project work completed according to the system integration and services schedule in Contract Deliverable Requirements List, Exhibit D. Contractor's

completion and final acceptance for each project goal in the Project Schedule, Exhibit C and the system integration and services schedules in Contract Deliverable Requirements List, Exhibit D shall be determined by the City of Ontario for Ontario Police Department according to Acceptance Test Criteria of this Contract and the Project Acceptance Tests, Exhibit H.

- d) For the City of Redlands Police Department, payment for general project integration, third party service and contractor administration costs upon completion and final acceptance for project work completed according to the system integration and services schedule in Contract Deliverable Requirements List, Exhibit D. Contractor's completion and final acceptance for each project goal in Project Schedule, Exhibit C and the of system integration and services in Contract Deliverable Requirements List, Exhibit D shall be determined by the City of Redlands for the City of Redlands Police Department according to Acceptance Test Criteria of this Contract and the Project Acceptance Tests, Exhibit H.
- e) Contractor shall issue invoice for payment to Hennepin County any outstanding general project integration, third party service and/or contractor administration costs defined in the project budget contain in Contract Deliverable Requirements List, Exhibit D but not defined or covered in the above payment terms and conditions after completion and acceptance of the entire project according to the Project Schedule, Exhibit C.

3) In all cases, Participating agencies will not unreasonably withhold or delay payment or any approval or other pre-condition to payment, acceptance or performance.

#### **48. Equipment Delivery Terms**

All equipment and/or systems under this Contract shall be delivered to appropriate Participating Agency destinations with all transportation changes paid in full. Deliveries must be made during normal business hours. Contractor shall select the means and methods of transportation and shall be responsible for unloading all goods. All transportation charges, including but not limited to, switching insurance, trucking, lighterage, special handling, unloading and warehousing will be the responsibility of the Contractor. The following additional equipment delivery terms apply under this Contract.

- a) Delivery of equipment to Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota is to be made according to the Hennepin County Sheriff's Office approved equipment delivery schedule as defined in the Contract Deliverable Requirements List, Exhibit D. Hennepin County Sheriff's Office will not issue any payment for any equipment not currently required for integration according to the equipment delivery schedule for Hennepin County Sheriff's Office, and/or the participating agencies equipment delivery schedule for Ramsey County Sheriff's Office, Bloomington Police Department and/or the University of Minnesota Police Department.
- b) Delivery of equipment to City of Ontario for the Ontario Police Department is to be made according to the City of Ontario approved equipment delivery schedule as defined in Contract Deliverable Requirements List, Exhibit D. Delivery of equipment to City of Redlands for the Redlands Police Department is made according to the City

of Redlands approved equipment delivery schedule as defined in Contract Deliverable Requirements List, Exhibit D.

- c) Delivery of equipment intended for integration in the State of Minnesota is to be shipped to a pre-approved Hennepin County Sheriff's Office site. Hennepin County Sheriff's Office will make storage area available for equipment intended for use and/or integration at Hennepin County Sheriff's Office. The participating agencies of Hennepin County Sheriff's Office in the State of Minnesota will make storage area available for equipment intended for use and/or integration at their agency site.
- d) Delivery of equipment intended for use and/or integration in the City of Ontario Police Department is to be shipped to a pre-approved City of Ontario Police site. City of Ontario Police Department will make storage area available for equipment intended for use and/or integration at their agency site.
- e) Delivery of equipment intended for integration in the City of Redlands Police Department is to be shipped to a pre-approved City of Redlands Police site. City of Redlands Police Department will make storage area available for equipment intended for use and/or integration at their agency site.
- f) All shipping and delivery charges are to have been paid in advanced by Contractor before any shipment of equipment is accepted. No equipment shipped from Contractor and/or any subcontractor(s) will be accepted when shipped Cash On Delivery (COD). Any COD shipment will be refused.
- g) All delivered equipment by Contractor and/or subcontractor at the destination facility will be checked against a shipping invoice by a representative of that agency. Hennepin County Sheriff's Office is only responsible for equipment shipped to Hennepin County Sheriff's Office. Participating agencies of Hennepin County Sheriff's Office in the State of Minnesota are responsible for their own agencies. The City of Ontario Police is responsible for equipment shipped to City of Ontario Police Department. The City of Redlands Police is responsible for equipment shipped to City of Redlands Police Department.
- h) Each agency upon acceptance of shipment from Contractor will give Contractor written signature of acceptance. Contractor will provide to Hennepin County Sheriff's Office at time of payment request written acceptance of shipment from each agency. Hennepin County will not issue any payments for equipment delivery without a signed acceptance from agency.
- i) Contractor is fully responsible for all delivered equipment from Contractor and Contractor's subcontractors. This includes, but not limited to, insurance, storage and security of equipment. Contractor must provide both thief and fire loss insurance on all stored equipment. Contractor is responsible for both the handling and the safe storage of delivered equipment.
- j) Contractor is responsible for any additional handling and/or delivery charges of equipment if initial delivery storage place is not final place of use and/or integration of equipment.

Agency acceptance of delivered equipment prior to full system acceptance as specified in this Contract does not relieve the Contractor from providing the System Warranty/Maintenance under Section 59 of this Contract for the full warranty term.

Each of the Participating Agencies reserves the right to inspect equipment upon delivery to the installation site (and warehouse site, if applicable) for the purpose of identifying the equipment, inspecting for damages, and general verification of quantities. Such inspection shall not be construed as final or as acceptance of any goods not in conformance with the Contract or as acceptance under the System Acceptance Plan. If, when delivered, there are apparent defects in the equipment (through damage or otherwise), the Participating Agency with the equipment problem shall give prompt written notice thereof to the Contractor. Contractor shall, without cost to the Participating Agency(ies), correct the defect or replace the equipment with non-defective equipment. The Participating Agency(ies) Project Administrator may refuse to accept delivery of any equipment that is apparently defective. If there are no apparent defects, and the required quantities of equipment have been verified, then the Project Administrator of the Participating Agency(ies) shall accept delivery.

In all cases, Participating agencies will not unreasonably withhold or delay payment or any approval or other pre-condition to payment, acceptance or performance.

#### **49. System Design/System Documentation**

Contractor will provide complete and detailed system Detail Design Documents as part of this Contract as specified in Contract Deliverable Requirements List, Exhibit D to finalize and document the design of the Contractor's system as set forth in Statement of Work, Exhibit B and as part of Technical Documents, Exhibit I. Contractor will document all aspects of system operation and interfaces, including complete functional specifications of both the Contractor's system and any subsystems provided by subcontractors, along with project monitoring procedures. The system design and documentation shall be in sufficient detail to permit technically qualified project representatives from Hennepin County, City of Ontario and City of Redlands to understand the operation of the Contractor's system for each of their agencies along with any additional subsystems provided by subcontractors including project monitoring procedures. The documentation shall include a description of the functional and operational requirements of the entire system, the equipment involved in the system, and the engineering specifications and initial drawings governing system configuration, installation, optimization, and testing of the Contractor's system. Contractor will submit the Detail Design Documents as appropriately specified in Contract Deliverable Requirements List, Exhibit D for the Hennepin County Sheriff's Office and the participating agencies of Minnesota portion of the Contract for review and approval by Hennepin County. Contractor will submit the Detail Design Documents as appropriately specified in Contract Deliverable Requirements List, Exhibit D for the Ontario Police Department portion of the Contract for review and approval by City of Ontario. Contractor will submit the Detail Design Documents as appropriately specified in Contract Deliverable Requirements List, Exhibit D for the Redlands Police Department portion of the Contract for review and approval by City of Redlands. These approvals shall not be unreasonably withheld or delayed. Each Participating Agency upon receipt of the Detail Design Documents being received from the Contractor shall have thirty (30) calendar days to review and make any necessary changes in the proposed Detail Design



Document(s). The Participating Agency and the Contractor will jointly work together on proposed changes in the Detail Design Document(s) by both the Contractor and the Participating Agency until both are in agreement as follows.

The approved Detail Design Document(s) may, but not necessarily will, include Change Order(s) to revise the Project Schedule or other matters. The approved Detail Design Documents shall constitute the agreed upon technical specifications of the Contractor's system and/or the additional subsystem(s), as applicable. If the Contractor's proposed Detail Design Document(s) contains substantive changes to the design as compared to the current Statement of Work, Exhibit B and related technical documents in Technical Documents, Exhibit I, then the Participating Agency may need more time than thirty (30) calendar days to review the appropriate Detail Design Document(s), in which case the Participating Agency shall so notify the Contractor in writing and the review period shall be reasonably expanded to meet the Participating Agency needs and the Project Schedule shall be extended accordingly. Contractor acknowledges that each Participating Agency needs to review and approve the appropriate Detail Design Document(s). At the end of this review period, each Participating Agency shall either approve in writing the appropriate Detail Design Document(s) as specified in Contract Deliverable Requirements List, Exhibit D for its agency or provide to the Contractor a formal written notice stating all of the requested additions, deletions, or modifications that the Participating Agency reasonably believes to be necessary for it to approve the Detail Design Document. If the Participating Agency provides such notice, the Contractor shall have ten (10) working days to revise the Detail Design Document(s) and re-submit it to the Participating Agency for review and approval. The Participating Agency shall have five (5) working days to review the re-submitted Detail Design Document(s) and either approve or disapprove it in writing. If the re-submitted Detail Design Document(s) contains substantive changes to the design as compared to the Statement of Work, Exhibit B documents and related technical documents in Technical Documents, Exhibit I, the Participating Agency may need more time than five (5) working days to review the resubmitted Detail Design Document(s), in which case the Participating Agency shall so notify the Contractor in writing and the review period shall be reasonably expanded to meet Contractor's needs and the Project Schedule shall be extended accordingly for that Participating Agency. If a Participating Agency disapproves the re-submitted Detail Design Document, then the Contractor may either submit another revision or treat the matter as a dispute. In either case, the Project Schedule shall be extended accordingly.

Contractor can issue request for payment only upon approval of each appropriate Detail Design Document specified in Contract Deliverable Requirements List, Exhibit D from each appropriate Participating Agency. Contractor shall not proceed with any purchase and/or installation of equipment and/or systems as specified in the Contract Deliverable Requirements List, Exhibit D until the appropriate Detail Design Document(s) specified under the Contract Deliverable Requirements List, Exhibit D have been approved by the appropriate Participating Agency.

## 50. System Acceptance

Contractor will test system in accordance with the Acceptance Test Criteria conditions set forth in Section 51, Acceptance Test Criteria and the Project Acceptance Tests, Exhibit H, supplemented by any changes in the test plans and/or procedures from any approved changes to the Statement of Work, Exhibit B and approved changes to appropriate technical documents in Technical Documents, Exhibit I. Upon successful completion of all project milestones and the successful completion of appropriate Acceptance Tests specified in Project Acceptance Tests, Exhibit H, at each Participating Agency, and in accordance with the Project Schedules, Exhibit C, the Contractor and the Participating Agency will execute a signed document of Initial Acceptance. City of Ontario and City of Redlands will submit copies of their signed Initial Acceptance documents to the Hennepin County Sheriff's Office. Minor omissions or variances in performance that do not materially affect the operation of the system as a whole will not postpone signing of the Initial Acceptance documents between the Participating Agency and the Contractor.

Upon Initial Acceptance of the system from the Contractor, each Participating Agency shall enter into a thirty (30) day "reliability test" period of the full system before executing Final Acceptance. During the thirty (30) day "reliability test" period for the Participating Agency, the agency will prepare a "Problem List" of all omissions and variances. The Participating Agency and the Contractor will jointly review every item in the "Problem List" and upon joint agreement the Contractor will correct the specified omission and/or variance from the Problem List. Any omissions and/or variances that result in a "Major Failure" will be corrected by the Contractor without any need for agreement from the Participating Agency. The term "Major Failure" shall mean the total loss or complete inability of Contractor's system to operate according to the Statement of Work, Exhibit B and/or the operation as specified in the appropriate technical document(s) in Technical Documents, Exhibit I. Contractor is not responsible and has no direct control in the event of failure for any component of the system involving and/or requiring the operational state of either the State and/or Federal data communications infrastructure. If the principle nature of the failure is the total loss or complete inability of Contractor's system to operate due to loss of State and/or Federal data communications and such failure is not related to Contractor's system, then the failure shall be labeled as a Temporary Failure until such time that the State and/or Federal data communications infrastructure is operational again. The failure shall be labeled as a Major Failure when the total loss or complete inability of system to operate correctly is occurring and both State and Federal data communications infrastructures are operational. If the Contractor disagrees with and/or refuses to correct a specific omission and/or variance requested to be corrected by the Participating Agency, then the Contractor may either submit another method and/or revision to resolve the problem or treat the matter as a dispute.

The term "thirty (30) day reliability test period" shall mean the period of time immediately after the completion of appropriate Acceptance Tests specified in Project Acceptance Tests, Exhibit H for each of the Participating Agencies. The purpose of the thirty (30) day "reliability test" period is to demonstrate full system operation, identify operational deficiencies and that the system operates for a thirty (30) consecutive day period. During the thirty (30) day "reliability test" period" for the Minnesota agency portion of the project, Hennepin County Sheriff's Office for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota will load up all specified end-user units

according to the Statement of Work on the Hennepin County system for full testing. During the thirty (30) day "reliability test" period" for the Ontario Police Department portion of the project, Ontario Police Department will load up all specified end-user units according to the Statement of Work on the Ontario system for full testing. During the thirty (30) day "reliability test" period" for the Redlands Police Department portion of the project, Redlands Police Department will load up all specified end-user units according to the Statement of Work on the Redlands system for full testing. Contractor will successfully correct all Major Failures that occur during this time period without such period being suspended provided that the Major Failure is corrected within 24 hours of the Major Failure occurring. If a Major Failure occurs during this period such that the Major Failure is not corrected by the Contractor and/or subcontractors within 24 hours and that the entire system is unusable and not part of a Temporary Failure, then such period shall be suspended and the period only shall recommence from the date of the Major Failure being successfully corrected by the Contractor. The time period also shall not be suspended for any occurrences of a Temporary Failure as defined in this Section during the "reliability test" period. After completion of the "reliability test" period, the Participating Agency(ies) and the Contractor will resolve the issues contained in the Problem List as defined under this Section

Final Acceptance for each Participating Agency shall occur upon the resolution of all items in the Problem List, the successful completion of the 30 day reliability test period, and the delivery of all remaining Contract deliverables, at which time the Participating Agency shall execute a signed document of Final Acceptance. The City of Ontario and City of Redlands will submit copies of their signed Final Acceptance documents to the Hennepin County Sheriff's Office.

For the Hennepin County Sheriff's Office portion of the project, Contractor agrees to notify Hennepin County when the System is ready for acceptance testing. Contractor and Hennepin County agree to commence acceptance testing within fourteen (14) days after receiving such notification. For the Ontario Police Department portion of the project, Contractor agrees to notify City of Ontario when the System is ready for acceptance testing. Contractor and City of Ontario agree to commence acceptance testing within fourteen (14) days after receiving such notification. For the Redlands Police Department portion of the project, Contractor agrees to notify City of Redlands when the System is ready for acceptance testing. Contractor and City of Redlands agree to commence acceptance testing within fourteen (14) days after receiving such notification. If testing is delayed for reasons within the control of Participating Agencies or its contractors, agents and consultants for more than fourteen (14) days after notification, then the parties will negotiate in good faith and enter into a Charge Order to address the delay. Such Change Order may (but not necessarily will) include an extension of the Project Schedule and the payment of a payment milestone that would have been paid but for the delay.

## **51. Acceptance Test Criteria**

Contractor will submit Acceptance Test Plans as part of Exhibit H for all phases of the project. Acceptance Test Plans are used to determine project compliance of work completed by the Contractor according to the Statement of Work, Exhibit B. The Contractor's Acceptance Test Plan will show what technical aspects of the current

project milestone were tested by the Contractor for project compliance according to the Statement of Work, Exhibit B and will allow for independent verification. Independent verification of Acceptance Test Plan objectives and Acceptance Test Plan project compliance testing will be performed by Hennepin County Sheriff's Office for all aspect's of project work done by the Contractor for Hennepin County Sheriff's Office and/or participating agencies in the State of Minnesota. Independent verification of Acceptance Test Plan objectives and Acceptance Test Plan project compliance testing will be performed by City of Ontario for all aspect's of project work done by the Contractor for Ontario Police Department. Independent verification of Acceptance Test Plan objectives and Acceptance Test Plan project compliance testing will be performed by City of Redlands for all aspect's of project work done by the Contractor for Redlands Police Department.

Contractor will provide an Acceptance Test Plan for each project phase or milestone. Each Acceptance Test Plan will contain complete functional testing of project compliance according to the Statement of Work, Exhibit B specifications. For Acceptance Test Plans not previously included in Exhibit H for project work being accomplished for Hennepin County Sheriff's Office and/or the participating agencies in the State of Minnesota, Contractor will submit suitable Acceptance Test Plans 15 days in advance to Hennepin County Sheriff's Office for review and approval. Hennepin County Sheriff's Office reserves the right to review and provide additional functional tests or make any necessary changes or modifications to the functional testing of the current project milestone to insure project compliance with Statement of Work, Exhibit B. Hennepin County has the final authority on any changes to the Acceptance Test Plans for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota.

For Acceptance Test Plans not previously included in Exhibit H for project work being accomplished for Ontario Police Department, Contractor will submit suitable Acceptance Test Plans 15 days in advance to City of Ontario for review and approval. Ontario Police Department reserves the right to review and provide additional functional tests or make any necessary changes or modifications to the functional testing of the current project milestone to insure project compliance with the Statement of Work, Exhibit B. The City of Ontario has the final authority on any changes to the Acceptance Test Plans for the Ontario Police Department. For Acceptance Test Plans not previously included in Exhibit H for project work being accomplished for Redlands Police Department, Contractor will submit suitable Acceptance Test Plans 15 days in advance to City of Redlands for review and approval. Redlands Police Department reserves the right to review and provide additional functional tests or make any necessary changes or modifications to the functional testing of the current project milestone to insure project compliance with the Statement of Work, Exhibit B. The City of Redlands has the final authority on any changes to the Acceptance Test Plans for the Redlands Police Department.

Contractor agrees to perform any required changes to hardware and/or software systems to correct any problems found from testing under the Acceptance Test Plan to ensure project compliance with Statement of Work, Exhibit B at no further charge or cost to Hennepin County for work delivered, installed and performed at Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, no further charge or cost to City of Ontario for work delivered, installed and performed at Ontario

Police Department, and no further charge or cost to City of Redlands for work delivered, installed and performed at Redlands Police Department under the terms of this contract.

Each Acceptance Test Plan for a Hennepin County project milestone must be signed by both the Contractor and Hennepin County Sheriff's Office for work delivered, installed and performed at Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota before the project milestone is considered completed and any authorization for payment will be issued. Each Acceptance Test Plan for a Ontario Police Department project milestone must be signed by both the Contractor and City of Ontario for work delivered, installed and performed at Ontario Police Department before the project milestone is considered completed and any authorization for payment will be issued. Each Acceptance Test Plan for a Redlands Police Department project milestone must be signed by both the Contractor and City of Redlands for work delivered, installed and performed at Redlands Police Department before the project milestone is considered completed and any authorization for payment will be issued. In all cases, approvals will not be reasonably delayed or withheld.

## **52. Change Orders**

Hennepin County for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, City of Ontario for Ontario Police Department and/or City of Redlands for Redlands Police Department may order extra work or make changes by altering, adding to, or deducting from, the work within the general scope of this Contract for their own agencies. When such changes by altering, adding to, or deducting from Contractor's proposed system and/or methods improves and/or corrects defects in the general scope of this Contract, then the Contractor will perform such changes at no charge for any extra work or material. When such changes by altering, adding to, or deducting from Contractor's proposed system and/or methods are not necessary to improve and/or correct defects in the general scope of this Contract but to revise such work, then the Contract price will be adjusted accordingly provided such adjustments do not exceed the maximum payable amount to Contractor under this Contract as indicated in under Compensation Section of this Contract. Contractor shall have 30 days to respond in writing to any requested Change Orders.

All such work under the Change Order shall be executed under the terms and conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such changes. No changes in the work as defined in the Contract Appendix documents shall be made for Hennepin County Sheriff's Office and/or the participating agencies in the State of Minnesota without prior written authorization by Hennepin County. No changes in the work covered in the approved Contract Appendix documents shall be made for Ontario Police Department without prior written authorization by the City of Ontario. No changes in the work covered in the approved Contract Appendix documents shall be made for the Redlands Police Department of the State of California without prior written authorization by the City of Redlands.

Hennepin County for the Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, City of Ontario for the Ontario Police Department and/or City of Redlands for the Redlands Police Department reserve the right to make changes in the design and/or specifications within the general scope of the Contract for their own

agencies at any time by written order and without notice to the sureties or the Contractor. If such changes cause an increase or decrease in the amount due under the Contract (provided that such adjustment does not exceed the maximum payable amount to Contractor), or in the time required for its performance, an equitable adjustment may be made depending on the nature of such a change (provided that an adjustment in amount due does not exceed the maximum payable amount to Contractor) and the Contractor will be notified in writing accordingly. Consideration for claim by the Contractor for adjustment under this clause must be made within 30 days from date of receipt by the Contractor of the notification of change. Hennepin County, as Grant fund administrator under this Contract, reserves the right to refuse additional payment to Contractor in the amount due under the Contract if the requested changes correct and/or resolve defective designs, systems and/or material as proposed under this Contract. City of Ontario and City of Redlands reserve the right to refuse authorization of payment to Contractor by Hennepin County as Grant fund administrator in the amount due under the Contract if the requested changes correct and/or resolve defective designs, systems and/or material as proposed under this Contract. Nothing provided in this paragraph shall excuse the Contractor from proceeding with the modifications, changes and/or revisions of the work required. Except as otherwise herein provided, no change for any extra work or material will be allowed.

Hennepin County has 30 days to review and respond in writing to any proposed changes by Contractor in the design and/or specifications within the general scope of this Contract for Hennepin County Sheriff's Office and/or the participating agencies in the State of Minnesota as defined the Contract Appendixes. Hennepin County at its sole discretion reserves the right to reject all or portions of proposed changes by Contractor. City of Ontario has 30 days to review and respond in writing to any proposed changes by Contractor in the design and/or specifications within the general scope of this Contract for Ontario Police Department as defined the Contract Appendixes. City of Ontario at its sole discretion reserves the right to reject all or portions of proposed changes by Contractor. City of Redlands has 30 days to review and respond in writing to any proposed changes by Contractor in the design and/or specifications within the general scope of this Contract for Redlands Police Department as defined the Contract Appendixes. City of Redlands at its sole discretion reserves the right to reject all or portions of proposed changes by Contractor.

Any Change Order proposed by Contractor that is not returned to Contractor as signed authorization of acceptance from Hennepin County, City of Ontario and/or City of Redlands within 30 days is considered as rejected, null and void. In the event that such proposed changes by Contractor are returned to Contractor as being revised and/or changed within 30 days of submission by Contractor, Contractor has 30 days to review such revisions and/or changes. Contractor can accept such revisions and/or changes made by Hennepin County, City of Ontario and/or City of Redlands and such revisions and/or changes will be considered as part of Contract upon signed authorization of Contractor. Contractor can also negotiate with Hennepin County, City of Ontario and/or City of Redlands on such revisions and/or changes proposed by Hennepin County, City of Ontario and/or City of Redlands on Contractor's original Change Order during this 30 day period. If Contractor and Hennepin County, City of Ontario and/or City of Redlands fail to agree on revisions and/or changes specified by the disputed Change Order within the Contractor's 30 day review period, then the original Change Order proposed by Contractor shall be considered as being rejected, null and void.



All agreed upon Change Orders to this Contract require signed authorization by both Hennepin County on Change Orders for Hennepin County and the participating agencies in the State of Minnesota, City of Ontario on Change Orders for Ontario Police Department and/or City of Redlands on Change Orders for Redlands Police Department and the Contractor in order for the Change Order to become a legal part of this Contract.

### **53. Status Review Meetings/Reports**

Contractor will provide the necessary number of project status review meetings for the Hennepin County Sheriff's Office and the participating agencies in Minnesota. They will be held at least weekly during the initial project deployment (hardware installation and initial system testing) phase, at least bi-weekly during balance of project deployment and through system acceptance phase, and at least monthly thereafter until end of project for all Hennepin County Sheriff's Office projects. Contractor will provide the necessary number of project status review meetings for the Ontario Police Department and for the Redlands Police Department. They shall be held at least monthly through the project system acceptance phase for the Ontario Police Department and Redlands Police Department. Both City of Ontario and City of Redlands reserve the right to request additional project status review meetings as necessary.

Contractor shall provide each of the Participating Agencies written progress reports on a monthly basis over the duration of the Contract. A monthly financial report which indicates Contractor's receipt of payment under this Contract for goods and services provided to each of the Participating Agencies shall be provided to Hennepin County Sheriff's Office.

### **54. Minnesota State Sales and Use Tax/California State Sales Tax**

Instrumentalities purchased and used in the State of Minnesota are subject to the State of Minnesota Sales and Use Tax. Instrumentalities purchased and used in the State of California are subject to any applicable State of California Sales and Use Tax. Contractor is fully responsible for payment of appropriate amounts to the State of Minnesota on all taxable equipment and non-customized software packages purchased and used for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota. Contractor is also fully responsible for payment of appropriate amounts to the State of California on all taxable equipment and/or custom software and/or non-customized software packages purchased and used for the Ontario Police Department and the Redlands Police Department in the State of California. Appropriate Sales and Use Tax amounts are shown and provided by Contractor in project budget as part of Contract Deliverable Requirements List, Exhibit D. Contractor's Federal Tax ID is 41-1545069 and State of Minnesota Sales Tax ID is 3508314.

### **55. State of Minnesota Law/ State of California Law**

Any and all services, articles or equipment proposed and furnished shall comply fully with the entire county, state and federal laws and regulations.



For the member agencies in the State of Minnesota, the laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, instruction, validity and performance of this procurement. For the member agencies in the State of California, the laws of the State of California shall govern all questions as to the execution, nature, obligation, instruction, validity and performance of this procurement.

Except as otherwise provided, all import permits, licenses and the payment of all United States import duties and custom fees shall be the sole responsibility of the Contractor.

#### **56. Antitrust**

Contractor will be required to assign to Hennepin County, City of Ontario, and/or City of Redlands (as the case may be) any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations which arise under the antitrust laws of the United States, the antitrust laws of the State of Minnesota, and the State of California.

#### **57. Subcontractor Payments**

Contractor agrees to make prompt payment to subcontractors in accordance with Minnesota law.

#### **58. System Software Licenses and Installation**

Contractor agrees to provide all necessary software licenses for all Contractor's, subcontractor's, and/or third party software required in connection with the supplied computer equipment under this Contract. The Participating Agencies, in accepting the licensed software applications for use from the Contractor, agree to the licensing terms of the software products being provided under this Contract. Contractor agrees to provide a one-time software usage license as described in Exhibit G1, Software License Agreements, for all software developed and provided directly by the Contractor. The Contractor will provide the required number of software licenses for all software required under this Contract to cover all deployed end-user units and central site servers. All licensing fee's for other software applications from subcontractor(s) and/or third party software will be paid in-full for Twelve (12) months of usage at the start of the Contractor's one (1) year system warranty. Contractor will identify which software components require additional licensing fee's to be paid beyond the initial first year operation of the system, the license fee payment schedule, along with the projected cost for one (1) year of operation. All Contractor's system software licenses, all subcontractor(s) software licenses and/or all third party software licenses used and/or purchased under the terms and conditions of this Contract, along with any software installation terms and conditions, will be delivered to the Participating Agencies with the systems being provided under this Contract at installation time.

#### **59. System Warranty/Maintenance**

Contractor's warranty with respect to the equipment and software to be provided hereunder is as specified in System Warranty, Exhibit G2 to this Contract. Contractor will respond to any Warranty or System Maintenance requests within the time period as defined in System Support/Maintenance Response Times, Section 60. Contractor will

arrange to have qualified service organization(s) available to provide warranty support on any proposed equipment not currently covered by Contractor. The following agencies are to be specified as customer and/or owner for all provided services, material, hardware and/or software warranties provided by the Contractor and/or third party manufacturers as follows:

- 1) Hennepin County Sheriff's Office to be specified as customer and/or owner for all provided services, material, hardware and/or software warranties provided by Contractor and/or third party manufacturers to Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota.
- 2) City of Ontario to be specified as customer and/or owner for all provided services, material, hardware and/or software warranties provided by Contractor and/or third party manufacturers to the Ontario Police Department.
- 3) City of Redlands to be specified as customer and/or owner for all provided services, material, hardware and/or software warranties provided by Contractor and/or third party manufacturers to Redlands Police Department

After the first year's warranty period and/or at the end of this Contract, Contractor will provide an annual "fixed price" maintenance agreement, a time and materials maintenance agreement and/or cost for a second year full "parts and labor" warranty to Hennepin County for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, City of Ontario for Ontario Police Department and City of Redlands for Redlands Police Department. Proposed annual maintenance agreements and/or warranty agreements will include all system materials, equipment, parts, labor, and any necessary corrections to the system software including any third party systems, materials and/or systems. Annual increase of maintenance contract is not to exceed the Consumer Price Index increase for that year. The initial year cost of maintenance for the system is stipulated as an integral part of this Contract in the project budget portion of Contract Deliverable Requirements List, Exhibit D.

Hennepin County for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, City of Ontario for Ontario Police Department and City of Redlands for Redlands Police Department are under no obligation under this Contract to purchase and/or renew an annual maintenance agreement, time and materials maintenance agreement and/or an additional full year "parts and labor" warranty from the Contractor and/or any third party equipment and/or service provider used by Contractor.

## **60. System Support/Maintenance Response Times**

Contractor shall provide system support and maintenance response time under this Contract for Hennepin County for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, City of Ontario for Ontario Police Department, and City of Redlands for Redlands Police Department. System support and maintenance response time shall be within two (2) hours on a 24 hour, 7 day per week basis for Significant Failures and within 24 hours, Monday through Thursday, or by noon the following workday if reported on a Friday or weekend for Minor Failures and all other failures and/or problems.

Significant Failures are defined as:

- DBI Identification Based Information System (IBIS) Server outage, system in error condition and/or failing 30% or more of the time and/or lack of system response.
- Cerulean PacketCluster Server outage, system in error condition and/or failing 30% or more of the time, and/or lack of multiple MDT/RDT message responses.
- AFIS Interface outage, system in error condition and/or failing 30% or more of the time and/or lack of AFIS response.
- AT&T CDPD Service full system outage or system in error condition and/or failing 30% or more of the time.
- State Interface outage, system in error condition and/or failing 30% or more of the time and/or lack of state response.
- Centurion MDT Switch outage, system in error condition and/or failing 30% or more of the time, and/or lack of Centurion MDT Switch response.
- Any combination of the above system components, and/or any unknown system components such that the total system is in an outage condition, system in error condition and/or failing 30% or more of the time and/or lack of system responses.

Minor Failures are defined as:

- DBI IBIS Laptop Software outage, system in error condition and/or failing and/or lack of software response at a single unit.
- DBI RDT (Remote Data Terminal) outage and/or lack of RDT response at a single unit.
- Cerulean PacketCluster Mobile outage, system in error condition and/or failing and/or lack of MDT/RDT message at a single unit.
- PC Laptop Equipment outage or system in error condition and/or failing.
- Sierra Wireless CDPD Equipment outage or system in error condition and/or failing and/or lack of response.
- All other failures.

In the event the Contractor cannot completely resolve a failure within the specified response time (2 hours for Significant Failures, 24 hours or following business day for Minor Failures), then the Contractor shall notify or leave notice for the affected Agency's Contract Administrator within the response time and provide a reasonable time schedule when the failure will be resolved. For Significant Failures of the system components under the control of the Contractor that are critical to the continued operation of a Participating Agency's dispatch operations, this time shall be less than 24 hours. If such Significant Failure cannot be resolved within the 24 hour time period, then the Contractor shall notify or leave notice for the affected Agency's Contract Administrator within the 24 hour period and provide a schedule when such Major Failure will be resolved. The time for the resolution of such Significant Failures under Contractor's control shall not exceed a period of three (3) days.

## **61. Third Party Service Contracts**

All third party service contracts being provided by Contractor as required parts of Contractor's system under this Contract shall be purchased and placed under the Hennepin County Sheriff's Office agency name for all third party services provided for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, under the City of Ontario name for all third party services provided for Ontario Police Department and under the City of Redlands name for all third party services provided for Redlands Police Department.

All such third party services will be paid in full for one complete year (12 months) of service by the Contractor under the terms of this Contract commencing upon system acceptance of Contractor's system and start of Contractor's system warranty for the Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, upon system acceptance of Contractor's system and start of Contractor's system warranty for City of Ontario and upon system acceptance of Contractor's system and start of Contractor's system warranty for City of Redlands. At the termination of this Contract, said services shall remain in the above agency and/or city name. Hennepin County, representing Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, City of Ontario representing Ontario Police Department and City of Redlands representing Redlands Police Department are under no obligation under this Contract to purchase and/or renew any third party service contracts and/or agreements.

Contractor will be responsible for any initial third party costs in initial system testing of Contractor's system. Third party service contract's shall be written such that the third party contract can be terminated after the first year by Hennepin County, City Ontario and/or City of Redlands and Hennepin County, City of Ontario and City of Redlands is under no further obligation for further charges or service terms under the third party service contract. Contractor will also ensure that third party service contracts can be continued for second (2) year of service if desired by Hennepin County, City Ontario and/or City of Redlands at the same initial first year cost or less. Contractor shall provide copies of all third party service agreements for final approval as follows:

- 1) Hennepin County for final approval by Hennepin County Sheriff's Office for Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota. Hennepin County will not accept any third party service contracts without prior approval.
- 2) City of Ontario for final approval by Ontario Police Department. City of Ontario will not accept any third party service contracts without prior approval.
- 3) City of Redlands for final approval by Redlands Police Department. City of Redlands will not accept any third party service contracts without prior approval.

In all cases, Participating agencies will not unreasonably withhold or delay payment or any approval or other pre-condition to payment, acceptance or performance.

## **62. Service Fees**

All related State Access and/or County Service Fees will be paid in full for one year (12 months) service by the Contractor, commencing upon system acceptance of Contractor's system and start of Contractor's system warranty for the Hennepin County Sheriff's Office and the participating agencies in the State of Minnesota, upon system acceptance of Contractor's system and start of Contractor's system warranty for the Ontario Police Department and upon system acceptance of Contractor's system and start of Contractor's system warranty for the City of Redlands Police Department.

## **63. Hennepin County Participating Agency Agreements**

Under this Contract, Hennepin County Sheriff's Office will be directly administrating this Contract in behalf of the three participating agencies in the State of Minnesota of

Bloomington Police Department, University of Minnesota Police Department and the Ramsey County Sheriff's Office. Under the terms and conditions of this Contract, Contractor will be providing methods, software, hardware and systems as detailed in Statement of Work, Exhibit B, Bill of Materials, Exhibit E and appropriate design documents contained in Technical Documents, Exhibit I according to project schedules, equipment delivery schedule and system integration and services schedule of the Contract Deliverable Requirements List, Exhibit D to the participating agencies of Bloomington Police Department, University of Minnesota Police Department and the Ramsey County Sheriff's Office in Minnesota under the agreement contained under Agency Memorandum of Understanding (MoU) Agreement, Exhibit F. It is required of each City of the participating agencies in Minnesota to return a signed MoU Agreement to the Hennepin County Sheriff's Office Contract Administrator with copy to the Contractor's Contract Administrator before that agency can participate in the Wireless Demonstration Project being provided under this Contract. Contractor is not to proceed with any work for the participating agencies of Bloomington Police Department, University of Minnesota Police Department and the Ramsey County Sheriff's Office in the State of Minnesota under this Contract until Contractor receives a signed MoU Agreement from that agency and written authorization to commence work from Hennepin County Sheriff's Office. Each of the participating agencies of Bloomington Police Department, University of Minnesota Police Department and the Ramsey County Sheriff's Office will provide to Contractor the name of an agency representative. After receiving the MoU Agreement and authorization to proceed from Hennepin County Sheriff's Office, Contractor can commence work directly with the participating agency with the understanding that Hennepin County Sheriff's Office is directly administering this Contract for those agencies and any Contract issues and/or problems with those agencies are to be resolved directly with Hennepin County Sheriff's Office.

#### **64. Notices**

Any notice or demand, which may or must be given or made by a party hereto, under the terms of this contract or any statute or ordinance, shall be in writing and shall be sent by registered or certified mail, or by fax followed by certified mail to the other parties addressed as follows:

To Contractor: Barry Fisher, Vice President  
Digital Biometrics, Inc.  
5600 Rowland Road  
Suite 250  
Minnetonka, MN 55343-4315

To County: Hennepin County Administrator  
A2300 Government Center  
Minneapolis, MN 55487

To City: Steve Duke  
Ontario Police Department  
200 N. Cherry Avenue  
Ontario, CA 91764

To City: City Of Redlands

Redlands Police Department  
212 Brookside Ave  
Redlands, CA 92373

With Copy to: Robert Hamborg  
Hennepin County Sheriff's Office  
9300 Naper Street  
Golden Valley, MN 55427-3728

Any party may designate a different addressee or address at any time by giving written notice thereof as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the second business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

## Hennepin County Board Approval

Contractor, having signed this contract the Hennepin County Board of Commissioners having duly approved this contract on \_\_\_\_\_, \_\_\_\_, and pursuant to such approval the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form  
and execution for Hennepin County

By \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By \_\_\_\_\_  
Chair of its County Board

And \_\_\_\_\_  
Assistant/Deputy/County Administrator

ATTEST: \_\_\_\_\_  
Deputy/Clerk of the County Board



## City of Ontario Council Approval

Contractor, having signed this contract the City of Ontario City Council having duly approved this contract on \_\_\_\_\_, \_\_\_\_, and pursuant to such approval the proper City officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form  
And execution for City of Ontario,  
California

CITY OF ONTARIO  
STATE OF CALIFORNIA

By \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

By \_\_\_\_\_  
Gregory C. Devereaux  
City Manager

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Mary Wirtes  
City Clerk

## Contractor Approval

### Visionics Corporation

Name: \_\_\_\_\_  
Its Vice President

Date: \_\_\_\_\_

### Contractor Acknowledgment

VISIONICS CORPORATION

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared Barry Fisher, to me personally known, who being by me duly sworn that he is the above described officer of Visionics Corporation., the corporation described in and who executed the foregoing instrument; and that said instrument was executed in behalf of said corporation by authority of its Vice President of Marketing and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

City of Redlands Council Approval

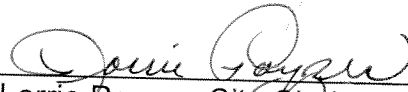
Contractor having signed this contract, the City of Redlands City Council having duly approved this contract on April 16, 2002, and pursuant to such approval the proper City officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

CITY OF REDLANDS  
STATE OF CALIFORNIA



Karl N. Haws, Mayor of its City Council

ATTEST:



Lorrie Poyzer, City Clerk