

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

958



FROM: Sheriff

SUBMITTAL DATE:
8/10/09

SUBJECT: APPROVAL OF A SOLE SOURCE PURCHASE OF MOBILE SATELLITE COMMUNICATION EQUIPMENT AND SATELLITE SERVICES FROM VERIZON BUSINESS SERVICES FOR THE SHERIFF'S EMERGENCY RESPONSE TEAM (SERT) MOBILE COMMAND POST (MCP) VEHICLES

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the two years satellite service agreement with Verizon Business Services in the amount of \$19,906 per year and a one time purchase of hardware in the amount of \$108,339, and;
2. Authorize the Purchasing Agent to make the sole source purchase of the Mobile Satellite Communication equipment and satellite services, and;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459.4, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates.

BACKGROUND: The Sheriff's Emergency Response Team (SERT) deploys Mobile Command Post (MCP) vehicles (three vehicles exist currently) in support of activities such as the Temecula Wine festival and Gang Suppression Operations. SERT Mobile Command Posts provide an incident command,

(Continued on Page 2)

Stanley L. Sniff, Jr., Sheriff-Coroner-PA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 148,151	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10

SOURCE OF FUNDS: Grants, Department of Homeland Security Funds (\$148,246)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Robert Tremaine

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE
BY: NEAL R. KIPNIS
Disapproval: Concurrence
Purchasing: Mark Seiler, Assistant Director
Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: | **District:** | **Agenda Number:**

3.115

BOARD OF SUPERVISORS

FORM 11: APPROVAL OF A SOLE SOURCE PURCHASE OF MOBILE SATELLITE COMMUNICATION EQUIPMENT AND SATELLITE SERVICES FROM VERIZON BUSINESS SERVICES FOR THE SHERIFF'S EMERGENCY RESPONSE TEAM (SERT) MOBILE COMMAND POST (MCP) VEHICLES

PAGE 2

BACKGROUND (Continued)

planning, logistical, and operations platform for any man made (Esperanza Fire), technological or naturally occurring event. SERT also support multi-agency, multi-jurisdictional, or extended duration operations (joint drug and other criminal multi-jurisdictional sweeps, surveillance, rescue, and arrest operations) throughout the county. The acquisition and installation of this new equipment will lessen operational friction, improve situational analysis, and improve the department's ability to mitigate the effects of the incident, returning the situation to normal and improving continuity of operations.

PRICE REASONABLENESS

The County of Riverside, Purchasing Department, released a Request for Proposal (RFP) #SHARC-120, emailed the RFP to 21 potential vendors, and posted the RFP on the County Purchasing website. The RFP closed on April 21, 2009, with six bids received. The hardware price ranged from \$29,091 to \$125,394 per unit and satellite bandwidth service ranged from \$7,826 to \$2,519,760 per year. Through the RFP evaluation process, the evaluation committee and Purchasing eliminated the three highest bidders. Through product demonstration and satellite data service speed testing, County Purchasing and Sheriff have determined that Verizon meets and exceeds the requirements of the RFP at a negotiated total cost of \$148,151 for two MPC units, for equipment and satellite service for two years.

During the evaluation process, it was discovered that Verizon has the capability of interfacing directly into the Riverside Sheriff's Intranet, which provides a Private Internet Protocol (PIP) secure line for SERT to access California Law Enforcement Terminal System (CLETS) Criminal and Vehicle database. The direct connection would allow instant access to ESRI databases so members of SERT can provide real time mapping to field operation members and allow SERT to comply with the Department of Justice (DOJ) section 15164.1 and Criminal Justice Information Systems (CJIS). Security Policy section 7.10 requires agencies to have a secure line to access CLETS. No other bidders can provide this PIP service, hence making Verizon the only Responsive/Responsible bidder.

Verizon's equipment has capabilities to support future growth and upgrades as new technologies become available that will support future needs for Sheriff SERT MCPs. This will be no cost to the County as the County Sheriff Department received Homeland Security Funds, Grant funding for this purchase of Mobile Satellite Communications equipment and satellite services.

REVIEW/APPROVAL: Purchasing concurs with this request.

PROFESSIONAL SERVICE AGREEMENT

for

MOBILE SATELLITE COMMUNICATIONS SYSTEMS

between

COUNTY OF RIVERSIDE

and

**VERIZON BUSINESS NETWORK SERVICES INC. ON BEHALF OF MCI
COMMUNICATIONS SERVICES INC., d/b/a VERIZON BUSINESS SERVICES**



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This Agreement, made and entered into this _____ day of _____ 2009, by and between Verizon Business Network Services Inc. on behalf of MCI Communications Services Inc., d/b/a Verizon Business Services (herein referred to as "CONTRACTOR" or "Verizon"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The Verizon entity providing services under this Agreement, Verizon Business Services is responsible for the performance of its services as set forth in Exhibit A and is not responsible for the performance of any other entity's obligations hereunder. This Agreement shall consist of the general terms and conditions and Exhibit A. The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services and equipment ("Services") as outlined and specified in Exhibit A, Scope of Services and Payment Provisions, consisting of fourteen pages (page 23 to 36) at the prices stated.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the requirements of Exhibit A and the standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit A. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect for twenty-four (24) months from the Service installation date (initial term period). Thereafter, unless earlier terminated, this Agreement may be extended for up to two (2) additional one (1) year terms (optional renewal term period(s)) by mutual written consent of both parties. Mutual written consent to implement the optional renewal term period(s) shall be completed no later than

sixty (60) days prior to the end of the then current term period (initial or optional renewal). CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for Services performed, products provided and expenses incurred in accordance with the terms of Exhibit A, Payment Provisions. Except for additional charges for optional or additional Service features as set out in Exhibit A, Service Attachment and as may be purchased by COUNTY, at COUNTY's request, from time to time during the term period of the Agreement, the maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred eight thousand four hundred ninety dollars (\$108,490) for one time non-recurring for hardware and nineteen thousand nine hundred six dollars (\$19,906) annually including all expenses for satellite bandwidth services. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. The Services, equipment and prices reflected in Exhibit A are specific to COUNTY's specific requirements. If CONTRACTOR offers lower prices to another governmental entity in California purchasing similar services under similar requirements, terms and conditions, CONTRACTOR will work cooperatively with COUNTY to review the Services and Prices in Exhibit A herein and implement mutually agreed upon changes by written amendment (signed and dated by both parties) to this Agreement. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Mobile Satellite Communications Services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Sheriff Department
Attn: Account Payable
4095 Lemon St.
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number SHARC-72552-001-09/11; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total. (COUNTY has advised that COUNTY pays California sales tax but is exempt from payment of Federal excise taxes.)
- b) Invoices for the Service (including equipment) shall be rendered in the manner set out in Exhibit A, Service Attachment.
- c) A late payment charge of the lesser of 1% per month or the maximum amount allowable by law shall apply to undisputed invoices. COUNTY shall give CONTRACTOR written notice of disputed invoice charges, including written explanation and documentation. COUNTY and CONTRACTOR agree that claims concerning invoices shall be subject to the applicable statute of limitations period under California law.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect except that

COUNTY shall pay for Services provided up to the date of termination at the rates set forth in Exhibit A.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon fifteen (15) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the

Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit A, except that if the termination by COUNTY is termination for convenience as set out in Section 5.1 above, then COUNTY shall be responsible for payment of charges for early termination as set out in Exhibit A.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.7 CONTRACTOR may, upon thirty (30) days prior written notice, terminate the Services and the Agreement for COUNTY's material default if COUNTY refuses or fails to comply with the terms of this Agreement including timely payment of undisputed invoices, and does not timely cure such failure. In addition to amounts owing for Services provided, COUNTY shall, upon thirty (30) days prior written notice, be liable to CONTRACTOR for fees and expenses reasonably incurred by CONTRACTOR due to COUNTY's uncured material breach of the Agreement. The rights and remedies of CONTRACTOR provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that COUNTY shall own all rights, title and interest in and to the underlying factual data of COUNTY gathered or used in CONTRACTOR's provision of Service under this Agreement. COUNTY grants to CONTRACTOR a non-exclusive, royalty-free license to use such COUNTY information solely to provide the Services in this Agreement. CONTRACTOR shall own all rights, title and interest in and to CONTRACTOR's Services, including trade secrets, Confidential Information,

intellectual property or other proprietary rights, ideas, information or other material used or developed by CONTRACTOR or presented to COUNTY (collectively, "Service and Information"). CONTRACTOR grants to COUNTY a non-exclusive, non-transferable royalty-free license to use such CONTRACTOR Service and Information solely for COUNTY's internal business purposes. COUNTY and CONTRACTOR agree that except for use described in this Agreement, neither party shall acquire any right, title or interest in or to the other party's services, information, data, materials or ideas.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or which CONTRACTOR believes to be incompatible with the COUNTY's interests under this Agreement.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement,

the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute, unless the nature of the dispute is such that it prevents CONTRACTOR from continuing performance.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The Services and prices reflected in Exhibit A are specific to COUNTY's specific requirements. CONTRACTOR shall take commercially reasonable measures to extend

the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County requesting similar Services, under similar terms and conditions, as set out in this Agreement including Exhibit A. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall comply with applicable law and shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 To the extent permitted by law, CONTRACTOR shall not use for personal gain or make other improper use of privileged or Confidential Information which is acquired in connection with this Agreement. The term "privileged or Confidential Information" includes but is not limited to: unpublished or sensitive technological or

scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 In addition to Section 16.1 above, to the extent allowable under applicable law, CONTRACTOR and COUNTY, each party, acknowledges that it and its employees or agents may, in the course of the Agreement, be exposed to or acquire information that is proprietary or confidential to the other party, and each party agrees that during the term period of the Agreement and for three (3) years after, it will use the other party's Confidential Information only for purposes of this Agreement and applicable Scope(s) of Service (including Statement(s) of Work). "Confidential Information" shall include information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party, either because of legends, or other markings, the circumstances of disclosure or the information itself that (a) relates to this Agreement and applicable Scope(s) of Service (including Statement(s) of Work); (b) relates to the disclosing party's customers or personnel; (c) any information relating to a party's products, services, research, development, trade secrets, processes, procedures, formulas, business practices, business plans, strategies, budgets, customer and vendor relationships, financial information and other similar business information of a confidential nature; (d) other proprietary information, results of remote assessments, technical guides, technical data or know-how, including, but not limited to, that which relates to the COUNTY hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, security policies, passwords, access codes and the like router, firewall and other such equipment's configurations information, filtering configurations, or any other information directly relating to the integrity or security of the COUNTY network or computer systems; (e) the methods, systems, data and materials used or provided by the disclosing party in the performance of Services pursuant to this Agreement and applicable Scope(s) of Service (including Statement(s) of Work). The term "Confidential Information" shall not include information that is (a) known to the receiving party prior to disclosure by the disclosing party or its personnel; (b) publicly available through no act or omission of the receiving

party; (c) lawfully received by the receiving party from a third party (other than the disclosing party's former or current personnel) that is not under any confidentiality obligation to the disclosing party; or (d) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify the COUNTY or the COUNTY computer network or computer systems. Each party agrees to use reasonable measures, no less stringent than those measures used by the party to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from disclosure to any third party (but in no event less than a reasonable degree of care). Unless authorized to do so in writing by the other party, neither party, nor any third party acting on either's behalf, will for any reason use or disclose to any person any of the other party's Confidential Information. The term "person" as used herein shall be interpreted to include, without limitation, any individual, partnership, corporation or other entity. Nothing herein shall be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as expressly stated herein. In the event that a party is required to disclose Confidential Information to a court or governmental agency or pursuant to any other applicable law, such party shall, to the extent practicable prior to such disclosure, and as soon as practicable and by the best available means, notify the other party to allow it an adequate opportunity to object to the disclosure order or to take other actions to preserve the confidentiality of the information. Prior to any disclosure pursuant to this section, a party required to disclose Confidential Information shall cooperate with the party claiming confidentiality of the information in such party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

Unless otherwise specified in the Agreement including Exhibit A, Scope of Services, all correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are

deemed submitted three (3) days after their deposit in the United States mail, postage prepaid: For CONTRACTOR, notice shall also be sent by electronic mail at the address shown:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services (SHARC)
Attn: Rick Hai
2980 Washington Street
Riverside, CA 92501

CONTRACTOR

Verizon Business Services
Attn: Customer Service
6415-6455 Business Center Drive
Highland Ranch, CO 80130
Email: notice@verizonbusiness.com
And
Verizon Business Services
Attn: Vice President, Legal
22001 Loudoun County Parkway,
Ashburn, VA 20147

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office

listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, proximately caused by the negligent act or omission of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to real or tangible personal property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 Intellectual Property Indemnification. Except as provided below, CONTRACTOR will defend COUNTY against any claims, suit, action or proceeding alleging that Service (including equipment) supplied by CONTRACTOR infringes a valid U.S. patent or copyright ("Claim"), and CONTRACTOR will indemnify and hold harmless COUNTY against any and all awarded costs and expenses, including attorneys' fees, in connection with any such Claim. If the use of any CONTRACTOR supplied

Service is enjoined or subject to a Claim as described above, CONTRACTOR may, at its option and expense, either procure for COUNTY the right to continue to use the CONTRACTOR supplied Service, replace the CONTRACTOR supplied Service or relevant component, with substantially equivalent, non-infringing equipment or service, or relevant component, or modify the CONTRACTOR supplied Service so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable to CONTRACTOR, CONTRACTOR will remove the infringing CONTRACTOR supplied Service and refund to COUNTY the purchase price for Service less depreciation for its use or terminate the Service, as applicable. Depreciation will be calculated on a straight-line basis, assuming a useful life of five (5) years.

CONTRACTOR will have no obligation for (a) any costs, fees or expenses incurred by COUNTY without CONTRACTOR's prior written consent; (b) any allegation, assertion, or claims of intellectual property infringement, including contributory infringement or inducement to infringe arising out of or related to any Claim involving : (i) automated call processing, automated voice service, automated customer service or combined live operator/automated systems processing used in processing or completing calls, (ii) automated bridging of more than two callers utilizing some form of "listen only" (unilateral) communication combined with some form of interactive communication, (iii) prepaid calling products or services, (iv) wireless telecommunications services or support therefore, or (v) "music on hold" service; or (c) any indirect, special, consequential or incidental damages arising out of any Claim.

Any indemnification provided in this Section will not apply to any Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to COUNTY; (ii) use or operation of the CONTRACTOR supplied Service in combination with equipment or services not supplied by CONTRACTOR under this Agreement ,or other than as specified in this Agreement; (iii) any addition to or modification of the CONTRACTOR supplied Service by COUNTY, any third party or CONTRACTOR at COUNTY's request; (iv) use of other than the then current unaltered release of any software used in the CONTRACTOR supplied Service; or (v) any equipment, system, product, process, method or service of COUNTY which otherwise infringed the U.S. patent or copyright asserted against COUNTY prior to the supply of the CONTRACTOR supplied Service to COUNTY by CONTRACTOR under this Agreement. The foregoing

states the entire obligation of CONTRACTOR to COUNTY and is COUNTY's sole and exclusive remedy with respect to any Claim of infringement of any intellectual property right of any kind, and CONTRACTOR disclaims all other warranties and obligations with respect to any such Claims. The defense and indemnification obligations set forth in Section 21.1 and 21.3 are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information for defending the claim. Nothing herein, however, will restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Section 21.2) without indemnitee's prior written approval.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) with limits not less than \$1,000,000 per accident/disease/policy limit. Waiver subrogation in favor of the County of Riverside shall apply.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises operations, contractual liability, products/completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. All Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective

directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as included as Additional Insureds as their interests may appear excluding Workers' Compensation, Employer's Liability and Errors and Omissions Liability.. Policy's limit of liability shall not be less than **\$2,000,000** each occurrence combined single limit.

22.3 Vehicle Liability

If vehicles are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$2,000,000** each accident combined single limit. .

22.4 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be authorized, permitted or admitted to do business in the State of California and have an A M BEST rating of not less than A: VII (A:7) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with a properly executed original Certificate(s) of Insurance. Further, said Certificate(s) and policies of insurance shall contain a provision stating that the insurer or its authorized representative(s) shall endeavor to provide thirty (30) days prior written notice of intent to non-renew, cancellation or material adverse change to the COUNTY of Riverside, except ten (10) days notice for nonpayment of premium shall apply ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance as addressed in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the Certificate of Insurance.***

c) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

d) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services;

or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

e) CONTRACTOR's subcontractors must obtain and maintain substantially the same insurance with substantially the same limits as that required of the CONTRACTOR in this Section 22.

f) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY, which will not be unreasonably withheld. .

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will also comply with all applicable COUNTY policies and procedures, provided in advance and in writing to CONTRACTOR, to the extent that such COUNTY policies and procedures do not conflict with applicable laws and regulations.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may not be modified by COUNTY purchase order; this Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

24. Limitation of Liability

EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER COUNTY OR CONTRACTOR BE LIABLE TO THE OTHER PARTY FOR SPECIAL INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE UNDER THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN WARRANTY, CONTRACT OR TORT, INCLUDING CONTRACTOR'S NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO THE LESSER OF (a) DIRECT DAMAGES PROVEN BY COUNTY; OR (b) THE TOTAL AMOUNT ACTUALLY PAID BY COUNTY HEREUNDER, EXCLUDING PAYMENT RELATED TO EQUIPMENT. THIS SECTION DOES NOT LIMIT CONTRACTOR'S LIABILITY IN TORT FOR CONTRACTOR WILLFUL MISCONDUCT. EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT, INCLUDING SCOPE OF SERVICES, CONTRACTOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THIS SERVICE WITH THIRD-PARTY PRODUCTS OR SERVICES OR TO WHICH COUNTY MAY CONNECT CONTRACTOR'S SERVICE.

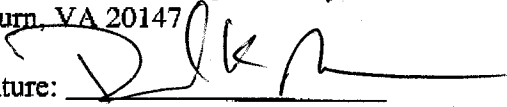
COUNTY:

County of Riverside (SHARC)
4080 Lemon St.
Riverside, CA 92501

CONTRACTOR:

Verizon Business Network
Services Inc.
On Behalf of
MCI Communications Services Inc.,
d/b/a Verizon Business Services
22001 Loudoun County Parkway
Ashburn, VA 20147

Signature: _____

Signature:  _____

Print Name: Jeff Stone

Print Name and Title:

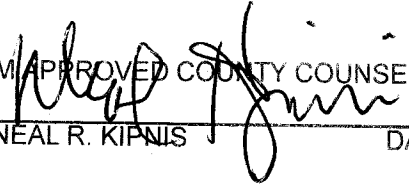
Title: Chairman, Board of Supervisors

David K. Brown
Executive Director tent
Pricing/Contract Management

Dated: _____

Dated: August 25, 2009

FORM APPROVED COUNTY COUNSEL

BY:  _____
NEAL R. KIPNIS DATE

**EXHIBIT A
SCOPE OF SERVICE AND PAYMENT PROVISIONS**

One time cost for equipment, installation, and training services

Line	Description	Quantity	Unit Cost	Extended Cost
1.	TracStar 1200 1-piece Antenna, 1.2 meter, Codan 6908-W/S-48/EX-CE 8 Watt (min) BUC, Norsat PAT-1507HALNB, Beacon 3SKB-X2318-16	2	\$30,013.14	\$60,026.28
2.	iDirect NM-7350-48 Satellite Modem	2	\$5,499.27	\$10,998.54
Spares for Auto Deploy Mobile Units				
3.	Codan 6908-W/S-48/EX-CE 8 Watt (min) BUC, Norsat PAT-1507HALNB, Beacon 3SKB-X2318-16 Support Case	1	\$4,876.72	\$4,876.72
4.	iDirect NM-7350-48 Satellite Modem	1	\$5,499.27	\$5,499.27
5.	Installation at County location	2	\$2,283.00	\$4,566.00
6.	Travel (Includes all expenses)	1	\$1,290.00	\$1,290.00
7.	Training at County location	1	\$864.30	\$864.30
8.	Cisco Router – Cisco C3230 (2.4, 4.9Ghz), 2960 Switch with one year Smartnet	2	\$5,420.28	\$10,840.56
9.	Uninterrupted Power Supply System APC SUA1000RM2U	2	\$531.71	\$1,063.42
Installation Charges for Private Internet Protocol (PIP)				
10.	Reconfigured at Allesandro to add additional bandwidth to port	1	\$50.00	\$50.00
11.	Installation of PIP port from earth station to Allesandro	1	\$100.00	\$100.00
	Sub Total			\$100,175.09
	CA Sales Tax @8.75%			\$8,164.17
	Total			\$108,489.26

Monthly Recurring Cost for Satellite Bandwidth and Private Internet Protocol (PIP) Services

Line	Description	Quantity	Monthly Cost	Annual Cost
1.	Dedicated Primary Data Satellite bandwidth 1024x1024 Kbps (Mobile unit to earth station)	2	\$409.02	\$9,816.48
2.	PIP earth station to Allesandro 1.024Kbps if using Sat b/w at 1024x1024 Kbps	1	\$375.75	\$4,509.00
3.	Add 3MB PIP Port to Allesandro existing 12MB PIP Port	1	\$205.00	\$2,460.00
4.	Required Maintenance Service for Auto Deploy Private IP Satellite Systems	2	\$130.00	\$3,120.00
	Total Cost for One Year for two units			\$19,905.48
	Total Cost for Two Year for two units			\$39,810.96
	Total cost for equipment & 2 yrs service			\$148,150.22

Note: Except as otherwise set out above, prices do not include taxes, fees, or governmental charges which will be invoiced unless COUNTY is exempt (and COUNTY provides CONTRACTOR with exemption documentation.)

Exhibit A-Scope of Services Service Attachment

Under this Agreement, CONTRACTOR (also "Verizon") shall provide to COUNTY (also "Customer") Private IP Satellite Access Service ("PIP Satellite Service") and Private IP Service ("PIP Service") (collectively, the "Services") as further defined in this Service Attachment and pursuant to the rates and charges as set out in this Exhibit A. In addition to the terms and conditions of the Agreement, the Services shall be subject to Service-related terms and conditions as set out in the Service Attachment.

A. Service Publication and Price Guide. This Service Attachment incorporates by reference Verizon's Service Publication and Price Guide ("Guide") which can be found at www.verizonbusiness.com/guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. COUNTY may enroll to receive email notifications of Guide changes at <http://www.verizonbusiness.com/guide/subscriptions>. If Verizon makes any changes to the Guide other than to Governmental Charges that affect COUNTY in a material and adverse manner, COUNTY may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the above website, unless within 60 days of receiving COUNTY's discontinuance notice, Verizon agrees to remove the material adverse effect on COUNTY.

B. Indemnification. In addition to indemnification set out in Section 21 of the Agreement, to the extent not prohibited by applicable law, COUNTY shall indemnify, defend and hold Verizon, its employees, affiliates and agents, harmless in respect of all claims arising from use of the Services including liability resulting from content of communication such as defamation, libel, invasion of privacy or claims in connection with reproduction or transmission of protected works.

C. Compliance with Law. COUNTY acknowledges that the export, import and use of certain hardware, software and technical data provided hereunder are regulated by the United States government and other governments. COUNTY shall not export, import, re-export, transfer or otherwise divert any such hardware, software and technical data, or any direct products thereof, in violation of any applicable laws and regulations. COUNTY further agrees to obtain all licenses, permits and approvals that may be required by any governmental authorities for the use of such equipment, software, technical data provided hereunder.

COUNTY acknowledges that the Services provided hereunder are subject to laws and regulations in one or more jurisdictions worldwide. In the event that Verizon's licenses and authorizations for the provision of Services that are the subject matter of this Service Attachment are denied or terminated by the relevant governmental authorities, or in the event that the performance of the Services is materially affected by any applicable laws and regulations, Verizon may suspend or cancel the provision of Services without incurring any penalties or liability.

D. Warranty and Disclaimer.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT INCLUDING THIS EXHIBIT A AND SPECIFICALLY SECTION 1.6 IN THE PRIVATE IP SATELLITE ACCESS SERVICE PORTION OF EXHIBIT A (SERVICE ATTACHMENT), CONTRACTOR (VERIZON) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY CONTRACTOR (VERIZON) SERVICES (INCLUDING EQUIPMENT), SOFTWARE OR DOCUMENTATION. CONTRACTOR (VERIZON) SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CONTRACTOR (VERIZON) SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO CONTRACTOR'S (VERIZON'S) OR COUNTY'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF COUNTY'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD.

CONTRACTOR (VERIZON) MAKES NO WARRANTY AND DISCLAIMS ALL LIABILITY FOR USE OF THE SERVICE AS A COMPONENT IN LIFE SUPPORT SYSTEMS OR DEVICES, PUBLIC SAFETY SYSTEMS OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.

E. Resale. The Services are provided only to COUNTY and resale or use by another organization, in whole or in part, is prohibited. Verizon reserves the right to terminate the Services in the event of COUNTY's resale of Services. COUNTY shall not distribute or remarket any CPE associated with the Services.

F. Use of Facilities and Equipment. Verizon may interrupt the Services (including related access or transport service) for scheduled or emergency maintenance or as otherwise set forth in the Agreement. If for any reason the Services should become unavailable, Verizon will make every commercially reasonable effort to migrate COUNTY to comparable services.

**Private IP Satellite Access Service
("PIP Satellite Service")
(U.S. Mainland)**

1. Service Description**1.1 Scope of Service**

- 1.1.1 PIP Satellite Service customer sites in the U.S. will be connected via broadband satellite with access to Verizon's Private IP network, a managed network-based VPN Service. Terms and conditions set forth below apply to PIP Satellite Service only. Private IP service (i.e., the network-based service) is provided under this Agreement and Service Attachment as described later in this Service Attachment.
- 1.1.2 COUNTY is responsible for the operation and configuration of its own Local Area Network ("LAN"). COUNTY is solely responsible for all hardware, software, equipment, systems, cabling and facilities ("Customer Equipment") supplied by COUNTY and used in conjunction with the PIP Satellite Service. All Customer Equipment must be compatible with the PIP Satellite Service. The PIP Satellite Service requires COUNTY to purchase certain equipment ("CPE") and software from Verizon. Such CPE is shown above under "Payment Provisions". COUNTY will provide Verizon with such access to Customer Equipment and CPE and such assistance as Verizon reasonably requires in order to provide the PIP Satellite Service. COUNTY is responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to Verizon.

1.2 Service Features

- 7x24x365 Customer support Help Desk.
- Use of up to 5 static IP address per satellite CPE site. IP addresses may be changed by Verizon at any time.

1.3 Customer Premise Equipment (CPE). The CPE to be used with the PIP Satellite Service is as listed above in the table Payment Provisions.

Risk of loss for the Verizon-provided CPE will pass to COUNTY upon delivery of the CPE to COUNTY's site. COUNTY is responsible for CPE shipping and handling charges billed through Verizon. Verizon will pass through to COUNTY any manufacturer's warranty it receives that is intended for COUNTY as an end user.

1.4 Installation. Installation is deemed complete after Verizon network operations and COUNTY confirm end-to-end connectivity of the PIP Satellite Service and the Service is tested to the operational satisfaction of COUNTY engineer.

- 1.4.1 Verizon will un-install existing satellite system on each of two Mobile Command Post (MCP) vehicles.
- 1.4.2 Verizon will install mounting brackets on the roof of each of two vehicles according to Verizon's specifications.
- 1.4.3 Verizon will install and Setup all two systems on the MCP vehicles. COUNTY will provide rack space within the vehicles for installation of the indoor electronics.
- 1.4.4 Verizon will install and Setup at locations outlined by the Sheriff's Liaison person within the County of Riverside.
- 1.4.5 COUNTY will provide to Verizon, at no cost to Verizon, lifting equipment (fork lift) at the installation site(s).
- 1.4.6 Verizon will schedule installation and setup with Sheriff's Liaison person.

- 1.5 Maintenance.** PIP Satellite Service maintenance shall be provided as described below and at the prices shown above under Payment Provisions. The terms and conditions of the Smartnet maintenance associated with the Cisco Router is separately addressed in the Cisco Smartnet maintenance agreement which will be provided to COUNTY.

COUNTY may choose from among the following maintenance programs for PIP Satellite Service for maintenance that is other than that included in the warranty described in Section 1.6 below.

- 1.5.1 Standard On-Site Maintenance for Quick-deploy/Auto-deploys. (Available in U.S. Mainland Only)

- 1.5.1.1 Standard On-Site Maintenance. Standard On-Site Maintenance includes on-site arrival as per maintenance response time and consists of:

- 1.5.1.1.1 Troubleshooting and fault isolation of the CPE. (Includes replacement of faulty equipment with customer provided spare.)
- 1.5.1.1.2 Reactivating the PIP Satellite Service.
- 1.5.1.1.3 Obtaining necessary sign-offs from Verizon's network operations and Customer help desk.

- 1.5.1.2 Response Time. Response time is calculated from the time Verizon has confirmed Customer's request for maintenance service:

- 1.5.1.2.1 Next Business Day – 8AM–5PM. Technician arrives on-site on the next business day from the time of Customer's confirmed problem and call registration; except Verizon holidays, between 8:00 AM and 5:00 PM, Site Local Time.

- 1.5.2 Non-standard On-Site Maintenance is available for Service or locations that are outside the scope of Standard On-Site Maintenance (see above). Examples of Non-Standard On-Site Maintenance include but are not limited to the following:

- 1.5.2.1 Maintenance, repair, or replacement of CPE damaged or lost through force majeure events, such as, but not limited to, catastrophe, accident, lightning, theft, misuse, fault, or negligence of the COUNTY, or causes external to the CPE, including, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to Customer by Verizon;
- 1.5.2.2 Maintenance, repair, or replacement of CPE damaged or lost from any cause other than intended and ordinary use or force majeure events as set forth above. Verizon does not guarantee that maintenance or repair of any CPE will restore the CPE to a satisfactory condition;
- 1.5.2.3 Service required due to changes, modifications, or alterations in or to the CPE by anyone other than Verizon, Verizon subcontractors and other Verizon agents, other than Verizon-approved upgrades and configuration changes; or
- 1.5.2.4 De-installation, relocation, or removal of the CPE or any accessories, attachments, or other equipment.
- 1.5.2.5 The hourly rate of \$143.00 per hour shall apply.

- 1.6 Warranty for Installation and Maintenance Services.** For a period of 90 days from the date of any Verizon installation or maintenance services, Verizon warrants that such services will be performed in a good and workmanlike manner. COUNTY must report to Verizon in writing any breach of warranty during the 90-day warranty period. COUNTY's exclusive remedy and Verizon's entire liability under this warranty is, at Verizon's discretion, to (i) re-perform (at no extra cost to COUNTY) the nonconforming

installation or maintenance services or (ii) refund the pro rata portion of the fees paid to Verizon hereunder allocable to the nonconforming installation or maintenance services.

1.7 **PIP Satellite Network Management.** Verizon will provide off-site network troubleshooting, monitoring and management, as applicable, in accordance with the service tier subscribed to by COUNTY. The monthly recurring charge for the Service element Dedicated Primary Data Satellite bandwidths shown above includes Remote Network Management-Service Tier 1 as described below. COUNTY may, at COUNTY's option, purchase Tier 2 Monitoring at the additional MRC per Unit price shown below.

Network Management Options	Scope of Service and Description of Process	MRC per Unit
<p style="text-align: center;">Tier 1</p> <p>Customer Initiated Service.</p>	<ul style="list-style-type: none"> • Coverage applies to the PIP Satellite Service and the router • Customer calls designated Verizon Business customer support to report the outage. • Verizon opens Trouble Ticket and refers it to maintenance organization for on site dispatch • Verizon contacts vendors as Verizon deems necessary • Tier 1 does not include problem triage or monitoring 	<p style="text-align: center;">Included in MRC for Bandwidth</p>
<p style="text-align: center;">Tier 2</p> <p>Proactive PIP Satellite Transport Monitoring</p>	<ul style="list-style-type: none"> • Verizon proactively monitors PIP Satellite Service up to, but not including, Customer's router • Verizon engages second-level technical support • Verizon opens Trouble Ticket proactively and notifies Customer • Verizon performs fault isolation and problem triage with Customer and/or vendors • Verizon dispatches technician to Customer's site as Verizon deems necessary. 	<p style="text-align: center;">\$13</p>

1.8 **PIP Satellite Service Training.** Verizon will provide one informal, hands-on training session for COUNTY at the time and place of provisioning. COUNTY should contact Verizon if COUNTY requests additional training. Charges for training apply on a per occurrence basis at the price (per occurrence) shown above under Payment Provisions.

2. **Rates and Charges.** COUNTY's cost for the applicable monthly recurring charges ("MRCs"), non-recurring charges ("NRCs") and other charges for PIP Satellite Service as set out in this Exhibit A Payment Provision. Private IP Service (i.e., the network service) is provided pursuant to the terms, conditions and prices set out below. In the event COUNTY purchases additional Service options or features described in this Service Attachment, COUNTY pays the applicable rates and charges for such additional Service options or features. As stated in this Exhibit A, and except as provided herein, the rates and charges do not include taxes, fees, or Governmental Charges. Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). To the extent COUNTY is exempt from certain taxes; Verizon will reflect such exemption in invoicing upon receipt of such documentation from COUNTY.

Charges for Customer Premises Equipment ("CPE") provided under this Service Attachment shall be invoiced upon shipment. Billing for Service will commence when the Service is available for COUNTY's use. Service rates will be effective the 1st day of the 2nd billing cycle following the effective date of this Agreement. In the event there is short delay in implementation of the rates and charges, adjustment will be made in subsequent invoicing. MRCs are invoiced monthly in advance and may be cancelled only by 60 days' advance written notice.

In the event Service continues beyond the Term Period (including optional renewal term periods) set out in Section 2.1 of the Agreement, such Service will be provided to COUNTY on a month to month basis and COUNTY shall be responsible for payment of rates and charges incurred for the period during which Service is provided.

The following charges apply for applicable Service options and features purchased by COUNTY:

Activity	NRC Per-Unit and Per Occurrence
Failed Dispatch ("abort")	
Cancellation/Abort fee for installation or maintenance. Fee is charged unless Customer cancels or reschedules at least 48 hours prior to scheduled appointment	\$300
Service Upgrade or Downgrade	
Service upgrade or downgrade of satellite circuit or PVC bandwidth	\$65
Installation Expedite Fee	
Installation expedite fee	\$500
Dispatch to Site for Maintenance	
Expedited Dispatch - - Same Business Day response (8am to 5pm local time)	\$1,350
Expedite Dispatch -- Same Day response (7d x 24h)	\$1,650
Additional Installation Labor Charges	
Labor Charges for out of scope services including Non-Standard On-Site Maintenance, as requested and authorized by Customer	\$143 per hour

3. Terms and Conditions

3.1 **Failed Dispatch for Installation.** Verizon will bill a Failed Dispatch fee when a technician is dispatched and cannot complete an installation because COUNTY is (i) not present for the appointment; (ii) requests rescheduling; or (iii) cancels upon the technician's arrival. Verizon will also bill a Failed Dispatch fee under circumstances where COUNTY has not ordered and paid for an optional site survey prior to installation, the technician is dispatched but cannot complete the installation due to technical difficulties with the CPE or inadequate view of the southern sky: In such cases a site survey will be performed and billed to COUNTY, if Verizon reasonably determines the site survey is necessary to provision the PIP Satellite Service.

3.2 **Safety Issues.** If Verizon reasonably determines that any condition at or surrounding the site poses a potential safety issue for the technicians responding to the call, then Verizon may without liability cancel the call until the safety hazard is resolved to the satisfaction of Verizon.

3.3 CPE Restrictions

3.3.1 COUNTY is responsible for obtaining all permits, permissions or other rights required to install the external dish antenna and coaxial cable at COUNTY's site. Such permits, permissions or rights may include, but are not limited to, roof rights, zoning variances, waiver of restrictive covenants or deed

restrictions. CPE must be mounted on a fixed platform which must be stationary when Service is operating.

- 3.3.2 COUNTY will not copy the software resident on the CPE nor shall COUNTY sublicense, assign or transfer, whether through a network, service bureau, loan, or other means, any CPE, software or their documentation, or any derivative work or copies thereof, in whole or in part.
- 3.3.3 COUNTY will not use any software provided with the PIP Satellite Service other than with CPE at the CPE site. Use of the software by COUNTY for purposes other than in connection with the PIP Satellite Service shall be considered a material breach of the Agreement and shall be subject to prompt application of the termination provisions. COUNTY shall not alter, modify or adapt the CPE or any part of the CPE, including but not limited to translating, de-compiling, disassembling, reverse engineering or creating derivative works or products.
- 3.3.4 COUNTY will not use, or attempt to use, the CPE or the PIP Satellite Service for any Unauthorized Use. "Unauthorized Use" as used herein includes: (i) obtaining access to or use the PIP Satellite Service with intent to avoid payment, in whole or in part, of charges due, (ii) access to, use of, alternation of, or destruction of the data files, programs, procedures, or information associated with the software, (iii) use of any CPE or the PIP Satellite Service which causes or contributes to any malfunction or outage, or (iv) use of any CPE or the PIP Satellite Service for any purpose or in any manner which, directly or indirectly, violates the law or aids in any unlawful act or undertaking.
- 3.4 **Termination.** If COUNTY terminates any part of PIP Satellite Service ordered under this Service Attachment, or any portion thereof, during the initial twenty-four (24) month term period or optional 12 month renewal term period(s) once implemented (See Section 2.1 of the Agreement), except for termination for Cause, such termination shall not be effective until 30 days after Verizon receives written notice of termination (the "Termination Effective Date"); and COUNTY may be required to pay, within 30 days after such Termination Effective Date, for each order of PIP Satellite Service terminated before its applicable term period has ended: (a) all accrued but unpaid charges for the PIP Satellite Service incurred through the Termination Effective Date; plus (b) an amount equal to the total of the MRCs for the terminated PIP Satellite Service remaining in the applicable term period (initial or renewal) plus (c) a pro rata portion of any and all credits received by COUNTY, all of which amounts COUNTY hereby agrees are reasonable, provided that, in no event will COUNTY's total termination liability exceed the contract value of the terminated PIP Satellite Service.
- 3.5 **Service Level Agreement.** The Service Level Agreement ("SLA") for PIP Satellite Service is set forth at the following URL: www.verizonbusiness.com/terms. Verizon reserves the right to amend the SLA from time to time effective upon posting of the revised SLA to this URL, or other notice, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, COUNTY may terminate PIP Satellite Service without penalty by providing Verizon written notice of termination during the 30 days following notice of such amendment. Verizon may avoid such termination if, within 30 days of receipt of COUNTY's written notice, it agrees to amend the PIP Satellite Service portion of this Service Attachment to eliminate the applicability of the material reduction. Verizon's records and data shall be the basis for all SLA calculations and determinations. The SLA sets forth COUNTY's sole remedies for any claim relating to PIP Satellite Service or the Verizon network, including any failure to meet any standard set forth in the SLA.
- 3.6 **COUNTY Use of PIP Satellite Service**

COUNTY should routinely exercise the VSAT and on-board equipment to ensure functionality in the event of an active deployment. It is not necessary to call Verizon for these routine tests unless there is a malfunction.

Prior to an emergency deployment, a heads-up call to the Verizon Network Management Center (NMC) should be made by COUNTY. Such notification will facilitate timely maintenance response, if needed, and by raising visibility, field and other support resources, as needed, can be mobilized

3.7 PIP Satellite Service Trouble Handling Process

1. COUNTY calls the Verizon VSAT NMC to report a problem with a VSAT.
2. COUNTY identifies the specific VSAT by the Verizon assigned Circuit ID.
3. A deployment physical address, telephone number, personnel points of contact, and any other access information that is available is required to be provided by COUNTY to Verizon.
4. COUNTY provides as complete a description as possible of the problem(s) being encountered, e. g. equipment dead, antenna will not deploy.
5. The Verizon VSAT NMC will open a trouble ticket, inform the COUNTY of the ticket number, initiate troubleshooting and make a determination of whether a technician will need to be dispatched or if the problem can be resolved remotely with or without local COUNTY assistance. (Verizon PIP Satellite Auto-deploy maintenance specifies next business day response Monday-Friday during business hours and covers technical assistance but not hardware.) The COUNTY will be updated periodically on the status of repair actions.
 - (a) If in-warranty equipment is found to be defective and a COUNTY -provided spare is on site, the COUNTY will replace it with Verizon telephone assistance or a technician will be dispatched to replace it. If no spare is on site, the Verizon account team will be notified for follow-up action.
 - (b) If out-of-warranty equipment is found to be defective, the Verizon account team will be notified for follow-up action.
 - (c) COUNTY assumes responsibility for spares replenishment and configuration control.

**Private IP Service Options
Service Attachment**

1. Rates and Charges.

1.1 **U.S. Private IP.** COUNTY's cost for Verizon's VBS III standard U.S. monthly recurring charges ("MRC") for Private IP Port Enhanced Traffic Management Gold Committed Access Rate ("Gold CAR"), which are fixed for the initial and optional renewal term period(s) of the Agreement, and non-recurring charges ("NRC") shown below. The MRC shown below include DiffServ Control Point ("DSCP") 24 (also referred to as IP Precedence 3) CAR. Charges indicated as "ICB" are determined on an individual case basis. Customer's billing statement may reflect Gold CAR charges as "EF-Real Time" charges. The NRCs and MRCs for each Port and CAR are effective upon service activation date for such Port or CAR. Administrative NRCs (e.g., ancillary and cancellation charges) are specified in the Guide located at www.verizonbusiness.com/guide.

1.1.1 **Non-Recurring Charges.**

NRCs for Contiguous United States and Hawaii.

US & Hawaii	
Speed	NRC (per port)
56/64 Kbps	\$50
128 Kbps -1.024 Mbps	\$100
1.536 Mbps	\$200
Greater than 1.536 Mbps	\$600

1.1.2. **Port Charges and Monthly Recurring Charges for the Contiguous United States and Hawaii.** Ethernet service is available only in the contiguous 48 US states; availability may also be limited by other factors. As stated in Section 2.1. below, COUNTY will receive a **55%** discount off of the listed price for U.S. Private IP Service.).

Bundled Port Speed (dedicated only)	Bundled Port MRC	Bundled Subrate DS-3 Port Speed (dedicated only)	Bundled Port MRC	Bundled Ethernet Flow Port Speed* (dedicated only)	Bundled Port MRC
56/64 Kbps	\$142	8.000 Mbps	\$3,034	1 Mbps	\$835
128 Kbps	\$250	9.000 Mbps	\$3,145	2 Mbps	\$1,634
256 Kbps	\$403	10.000 Mbps	\$3,459	3 Mbps	\$1,804
384 Kbps	\$520	12.000 Mbps	\$3,850	4 Mbps	\$2,192
512 Kbps	\$637	15.000 Mbps	\$4,011	5 Mbps	\$2,415
768 Kbps	\$702	18.000 Mbps	\$4,067	6 Mbps	\$2,537
1.024 Mbps	\$835	20.000 Mbps	\$4,172	7 Mbps	\$2,798
1.536 Mbps (DS-1)	\$1,023	21.000 Mbps	\$4,358	8 Mbps	\$3,034
3.072 Mbps	\$1,804	24.000 Mbps	\$4,394	9 Mbps	\$3,145
		25.000 Mbps	\$4,433	10 Mbps	\$3,459
4.608 Mbps	\$2,336	27.000 Mbps	\$4,503	15 Mbps	\$4,011
6.144 Mbps	\$2,537	30.000 Mbps	\$4,565	20 Mbps	\$4,172
7.680 Mbps	\$2,924	33.000 Mbps	\$4,685	25 Mbps	\$4,433
		35.000 Mbps	\$4,828	30 Mbps	\$4,565
9.216 Mbps	\$3,255	36.000 Mbps	\$4,939	35 Mbps	\$4,828
		40.000 Mbps	\$5,048	40 Mbps	\$5,048
10.752 Mbps	\$3,553	41.000 Mbps	\$5,084	50 Mbps	\$5,447

12.288 Mbps	\$3,850					60 Mbps	\$6,319
						70 Mbps	\$7,117
44.736 Mbps (DS-3)	\$5,090					80 Mbps	\$7,844
(155.520 Mbps (OC-3)	\$13,799					90 Mbps	\$8,498
(622.080 Mbps (OC-12)	\$42,413					100 Mbps	\$9,079
						200 Mbps	\$17,430
						250 Mbps	\$21,425
						300 Mbps	\$25,056
						350 Mbps	\$28,687
						400 Mbps	\$31,955
						450 Mbps	\$34,279
						500 Mbps	\$36,313
						600 Mbps	\$41,396
						700 Mbps	\$45,754
						800 Mbps	\$49,385
						900 Mbps	\$52,290
						1000 Mbps	\$54,469

1.1.3 Gold CAR Charges for the contiguous United States and Hawaii.

Gold CAR Speed	Additional MRC	Gold CAR Speed	Additional MRC
0 Kbps	\$0	6.912 Mbps	\$800
8 Kbps	\$35	7.280 Mbps	\$800
28 Kbps	\$35	8.000 Mbps	\$800
32 Kbps	\$35	8.096 Mbps	\$800
48 Kbps	\$35	8.288 Mbps	\$800
64 Kbps	\$35	8.896 Mbps	\$800
112 Kbps	\$35	9.216 Mbps	\$800
128 Kbps	\$35	9.664 Mbps	\$1,250
160 Kbps	\$150	10.000 Mbps	\$1,250
192 Kbps	\$150	10.800 Mbps	\$1,250
224 Kbps	\$150	11.000 Mbps	\$1,250
256 Kbps	\$150	13.488 Mbps	\$2,250
336 Kbps	\$150	16.192 Mbps	\$2,250
384 Kbps	\$150	17.808 Mbps	\$2,250
448 Kbps	\$150	18.976 Mbps	\$2,250
512 Kbps	\$150	20.000 Mbps	\$2,250
544 Kbps	\$150	21.680 Mbps	\$2,250
576 Kbps	\$150	22.000 Mbps	\$2,250
768 Kbps	\$150	22.496 Mbps	\$3,250
912 Kbps	\$150	24.384 Mbps	\$3,250
1.152 Mbps	\$150	27.088 Mbps	\$3,250
1.376 Mbps	\$150	29.776 Mbps	\$3,250
1.536 Mbps	\$150	30.000 Mbps	\$3,250
2.000 Mbps	\$300	31.680 Mbps	\$3,750
2.048 Mbps	\$300	32.480 Mbps	\$3,750
2.688 Mbps	\$300	36.000 Mbps	\$3,750
2.752 Mbps	\$300	36.800 Mbps	\$3,750
3.000 Mbps	\$300	37.072 Mbps	\$3,750
3.072 Mbps	\$300	39.552 Mbps	\$3,750
3.500 Mbps	\$500	40.000 Mbps	\$3,750
3.600 Mbps	\$500	43.200 Mbps	\$3,750

4.144 Mbps	\$500		
4.608 Mbps	\$500		
3.600 Mbps	\$500		
4.144 Mbps	\$500		
5.000 Mbps	\$800		
5.392 Mbps	\$800		
5.520 Mbps	\$800		
6.144 Mbps	\$800		

1.2 Features and Options.

1.2.1 WAN Analysis with Shared or Dedicated Ports – Unmanaged PIP Only. COUNTY's cost for the following MRCs per Private IP site for WAN Analysis Unmanaged Private IP.

1.2.2 Provider Edge Statistics Reporting. If COUNTY does not have WAN Analysis Standard Reporting or Standard Select, COUNTY may subscribe to Provider Edge Statistics Reporting at no additional charge.

Reporting Level	Standard Private IP MRC	Standard Private IP MRC
Standard Reporting	Included	Included
Standard Select	\$15.00	Included
ETM Reporting	\$35.00	Included
ETM Select	\$50.00	\$15.00

1.2.3 Shared Port. A Customer such as COUNTY who accesses Private IP Service via a Verizon-provided frame relay port a Verizon-provided ATM service port or a Customer-provided port existing at the time Private IP Service is implemented and continues to receive frame relay services or ATM service through such port will pay the Silver CAR MRCs specified below per shared port.

Shared Silver CAR Speed	MRC	Shared Silver CAR Speed	MRC
56/64 Kbps	\$50	6.144 Mbps	\$675
128 Kbps	\$75	7.680 Mbps	\$775
192 Kbps	\$150	9.216 Mbps	\$875
256 Kbps	\$150	10.000 Mbps	\$975
384 Kbps	\$150	10.752 Mbps	\$975
512 Kbps	\$250	12.288 Mbps	\$1,075
768 Kbps	\$350	19.800 Mbps	\$1,500
1.024 Mbps	\$365	22.000 Mbps	\$1,700
1.536 Mbps	\$375	43.008 Mbps	\$3,500
1.544 Mbps	\$375	44.184 Mbps	\$3,500
3.072 Mbps	\$475	44.736 Mbps	\$3,500
4.000 Mbps	\$525	155.520 Mbps	\$11,000
4.608 Mbps	\$575	622.080 Mbps	\$40,000
6.000 Mbps	\$675		

1.2.4 Dynamic Bandwidth. COUNTY's cost for Verizon's MRCs and the NRCs shown below per CAR. In addition, any changes to COUNTY's CAR speed will be billed in accordance with the rates shown below for such CAR speed. COUNTY's cost for Verizon's MRCs and the NRCs shown below for any DPort functionality ordered by COUNTY.

	Set-Up NRC	MRC
DCAR	\$25	\$10
DPort	\$50	\$50

1.2.5 Multicasting CAR.

1.2.5.1 Monthly Recurring Charges. COUNTY's cost for Verizon's MRCs and NRCs shown below per sending site.

Sending Sites	MRC
Small Tier 16k – 511k	\$160
Medium Tier 512k – 1.499M	\$640
Large Tier 1.5M – 2.99M	\$1,290
Extra Large Tier 3M – 5.99M	\$2,570
Jumbo 6M and greater	ICB

1.2.6 Non Recurring Charge. COUNTY's cost for a set up charge of \$50 for each Multicasting enabled site.

2. Rates and Charges

2.1 U.S Private IP Service Special Pricing. In lieu of all other rates, discounts and promotions, COUNTY will receive a **55%** discount off of the MRCs for U.S. Private IP Service. The discount will be applied to COUNTY's Bundled Port MRCs and Gold or Silver CAR MRCs originating from such ports, Shared Silver CAR speeds, Dynamic Bandwidth MRCs, and Multicasting CAR MRCs. This discount does not apply to the WAN Analysis MRCs. [Disaster Recovery Service option is not included in this Service Attachment.]

2.2 The rates and charges do not include taxes, fees, or Governmental Charges. Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). To the extent COUNTY is exempt from certain taxes; Verizon will reflect such exemption in invoicing upon receipt of such documentation from COUNTY.

Billing for Service will commence when the Service is available for COUNTY's use. Service rates will be effective the 1st day of the 2nd billing cycle following the effective date of the Agreement. In the event there is short delay in implementation of the rates and charges (including discount), adjustment will be made in subsequent invoicing. MRCs are invoiced monthly in advance and may be cancelled only by 60 days' advance written notice.

In the event Service continues beyond the Term Period (including optional renewal term periods) set out in Section 2.1 of the Agreement, such Service will be provided to COUNTY on a month to month basis and COUNTY shall be responsible for payment of rates and charges incurred for the period during which Service is provided.

3. Terms and Conditions. The following terms and conditions are applicable, in addition to others set forth in the Guide.

3.1 General. COUNTY can only subscribe to ETM via the optional Gold CAR at a speed that is less than or equal to 90% of the port speed. If COUNTY orders a 0 Kbps Gold CAR to subscribe to ETM, COUNTY will receive Standard Reporting only. The 0 Kbps Gold CAR may not be available in all international locations in which Private IP service is available.

- 3.2 **Service Level Agreement.** The Service Level Agreement ("SLA") for the Service is specified in the Guide. To access the SLA, COUNTY will be required to enter Customer's user ID and password for the Verizon Enterprise Center.
- 3.3 **Private IP Service Options.** COUNTY must choose from Standard or Enhanced Traffic Management Private IP Service options.
- 3.4 **WAN Analysis.** COUNTY's use of WAN Analysis is subject to the terms and conditions of the third party end user license agreement, if any.
- 3.5 **Provider Edge Statistics Reporting.** COUNTY may subscribe to Provider Edge Statistics Reporting with WAN Analysis ETM Reporting or ETM Select. Provider Edge Statistics Reporting is not available with WAN Analysis Standard Reporting or Standard Select. Provider Edge Statistics Reporting is also available to a customer who does not subscribe to WAN Analysis.
- 3.6 **Dynamic Bandwidth.** COUNTY's access circuits must be un-channelized. Dynamic changes to CAR values may be made not more than once per day. Dynamic changes to CAR values are set to occur based on the Greenwich Meridian Time Zone and not Customer's local time zone.