

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY  
AND RECORD OF ACTION**

April 7, 2026

**FROM**

**SHANNON D. DICUS, Sheriff/Coroner/Public Administrator**

**SUBJECT**

Agreement with Absolute Software, Inc. for Secure Access NetMotion Software and Purchase Order with Alan McClintock, dba Mobile Wireless, LLC for Absolute Secure Access NetMotion Software Subscription

**RECOMMENDATION(S)**

1. Approve non-financial Master Subscription **Agreement No. 26-269**, including non-standard terms, with Absolute Software, Inc. for a subscription to cloud-based software used to manage and comply with data security certification protocols for law enforcement agencies for the period of April 20, 2026 and continuing until terminated by either party.
2. Authorize the issuance of a Purchase Order to Alan McClintock, dba Mobile Wireless, LLC, in the amount of \$1,008,000, for a subscription to Absolute Software, Inc. NetMotion hosted secure remote access software for the period of April 20, 2026 through April 19, 2029.
3. Authorize the Sheriff/Coroner/Public Administrator's Departmental Information Systems Administrator, to electronically accept the Absolute Software, Inc. Master Subscription Agreement.

(Presenter: Carolina Mendoza, Chief Deputy Director, 387-0640)

**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Operate in a Fiscally-Responsible and Business-Like Manner.**

**Provide for the Safety, Health and Social Service Needs of County Residents.**

**FINANCIAL IMPACT**

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The annual cost of \$336,000, for a total Purchase Order cost of \$1,008,000, for the purchase of the Absolute Software, Inc. (Absolute) NetMotion secure access software licenses (NetMotion) from Alan McClintock, dba Mobile Wireless, LLC (Mobile Wireless), is included in the Sheriff/Coroner/ Public Administrator's (Department) 2025-26 budget, and will be included in future recommended budgets.

**BACKGROUND INFORMATION**

The Department's Technical Services Division (TSD) is responsible for all computer-related technology, data, and communications systems within the Department and provides direct end-user support, ongoing maintenance, enhancements, and upgrades to departmental systems. TSD's end user support includes designing, testing, and managing the Department's mobile data computer (MDC) systems that support wireless computing services for law enforcement vehicles throughout the County. Advancements to law enforcement technology require that TSD

**Agreement with Absolute Software, Inc. for Secure Access NetMotion Software and Purchase Order with Alan McClintock, dba Mobile Wireless, LLC for Absolute Secure Access NetMotion Software Subscription  
April 7, 2026**

continually enhance current systems to help improve investigative capabilities, protect information, provide secure data storage, and have timely access to accurate information.

TSD has been using NetMotion software since 2012 to comply with the established data security certification protocols for law enforcement agencies. Those protocols are set by the Criminal

Justice Information Services (CJIS) division of the Federal Bureau of Investigation, and the California Department of Justice. As a law enforcement agency, the Department must maintain CJIS certification which requires using encrypted virtual private network (VPN), connections to share data with MDCs and other mobile telecommunication devices used to connect to the Department's network. NetMotion's hosted secure remote access software provides the required secured and encrypted data sharing via VPN channels for authorized users.

The recommended Master Subscription Agreement (Agreement) is Absolute's standard commercial contract, which includes terms that differ from the standard County contract and omits certain County standard contract terms. The Agreement is a non-negotiable clickwrap accepted by click-to-accept. The non-standard and missing terms include the following:

1. Governing law is the State of Delaware.
  - The County standard contract requires California governing law.
  - Potential Impact: The Agreement will be interpreted under Delaware law. Any questions, issues or claims arising under this Agreement will require the County to hire outside counsel competent to advise on Delaware law, which may result in fees that exceed the total Agreement amount.
2. Absolute may assign the Agreement without notice to the County and without the County's approval.
  - The County standard contract requires that the County must approve any assignment of the contract.
  - Potential Impact: Absolute could assign the Agreement to a third party or business with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension and conflict of interest, without the County's knowledge. Should this occur, the County could be out of compliance with the law until it becomes aware of the assignment and terminates the Agreement. County Counsel cannot advise on whether and to what extent Delaware law may permit or restrict a party's right to assign without an express provision in the Agreement.
3. There is no provision in the Agreement addressing each party's responsibility for paying attorneys' fees.
  - The County standard contract requires each party to bear its own costs and attorney fees, regardless of who is the prevailing party.
  - Potential Impact: County Counsel cannot advise on, whether and to what extent, Delaware law may affect a party's requirement to pay the prevailing party's attorneys' fees and costs in a legal action where no specific provision is provided in the Agreement.

**Agreement with Absolute Software, Inc. for Secure Access NetMotion Software and Purchase Order with Alan McClintock, dba Mobile Wireless, LLC for Absolute Secure Access NetMotion Software Subscription  
April 7, 2026**

4. The County is required to indemnify Absolute against third party claims: (a) alleging that Absolute's use of County data infringes or misappropriates any third party's rights or violates any laws; or (b) arising from the misuse of any Absolute IP by Customer.
  - The County standard contract does not include any indemnification or defense by the County of a contractor.
  - Potential Impact: By agreeing to indemnify Absolute, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against Absolute without such limitations and the County could be responsible to defend and reimburse Absolute for costs, expenses, and damages, which could exceed the total Agreement amount. County Counsel cannot advise on, whether and to what extent, Delaware law may limit or expand this Agreement term.
5. The Agreement does not require Absolute to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
  - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
  - Potential Impact: The County has no assurance that Absolute will be financially responsible for claims that may arise under the Agreement, which could result in expenses to the County that exceed the total Agreement amount.
6. Absolute's total aggregate liability to the County is limited to the amount paid or payable by the County under the order forms giving rise to the claim during the 12-month period prior to the date the claim arose, except for Absolute's indemnification obligations or Absolute's breach of confidentiality.
  - The County standard contract does not include a limitation of liability.
  - Potential Impact: Claims could exceed the liability cap and the Agreement amount leaving the County financially liable for the excess. County Counsel cannot advise on, whether and to what extent, Delaware law may limit or expand the exclusion of limits to the extent prohibited by applicable law.
7. Venue for disputes arising under the Agreement is in the State of Delaware.
  - County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
  - Potential Impact: Having a venue in Delaware may result in additional expenses that exceed the amount of the Agreement.

The Department recommends approval of the Agreement with Absolute, including the non-standard terms, for continued use of the software used to comply with the established data security certification protocols for law enforcement agencies.

**PROCUREMENT**

On January 15, 2026, Invitation to Bid (ITB) No. SHR-126-ADMSR-6248 was approved and released through San Bernardino County's electronic Procurement Network (ePro) for the provision of 2,000 Absolute Secure Access NetMotion Software Licenses for the period starting from April 20, 2026 through April 19, 2029. The ITB was posted for 21 days and 194 registered vendors were contracted via e-mail notification; four vendors responded:

**Agreement with Absolute Software, Inc. for Secure Access NetMotion Software and Purchase Order with Alan McClintock, dba Mobile Wireless, LLC for Absolute Secure Access NetMotion Software Subscription  
April 7, 2026**

<b>Distributor</b>	<b>Location</b>	<b>Cost</b>
DuraTech USA, Inc.	Westminster, CA	\$1,063,520
Golden Star Tech	Cerritos, CA	\$1,063,780
Kambrian Corp	La Puente, CA	\$1,071,460
Alan McClintock, dba Mobile Wireless, LLC	Flower Mound, TX	\$1,008,000

A committee consisting of three representatives from the TSD, and two representatives from the Department's Bureau of Administration evaluated the proposals. The evaluations were based upon the proposer's qualifications, and cost of the requested services. Through this evaluation process, the committee recommends awarding an agreement to Alan McClintock, dba Mobile Wireless, LLC.

County Policy 11-04, Procurement of Goods, Supplies, Equipment, and Services, requires the Department to seek Board approval for competitive and non-competitive purchases of services in excess of \$200,000 annually.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Bonnie Uphold, Supervising Deputy County Counsel, 387-5455) on March 10, 2026; Purchasing (Jason Cloninger, Lead Buyer, 387-0321) on March 10, 2026; Risk Management (Stephanie Pacheco, Staff Analyst, 396-9039) on March 11, 2026; and County Finance and Administration (Erika Rodarte, Administrative Analyst, 387-4919) on March 22, 2026.

**Agreement with Absolute Software, Inc. for Secure Access NetMotion Software and Purchase Order with Alan McClintock, dba Mobile Wireless, LLC for Absolute Secure Access NetMotion Software Subscription  
April 7, 2026**

Record of Action of the Board of Supervisors  
San Bernardino County

**APPROVED (CONSENT CALENDAR)**

Moved: Joe Baca, Jr. Seconded: Curt Hagman  
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY   
DATED: April 7, 2026



cc: Sheriff - Mendoza w/agree  
Contractor - c/o Sheriff w/agree  
File - w/agree  
MBA 04/9/2026