COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

June 16, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF CONTRACT EXTENSION WITH NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. FOR THE MAINTENANCE OF THE 9-1-1 COMPUTER AIDED DISPATCHING SYSTEM (ALL DISTRICTS) (4 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

SUBJECT

Delegate authority to the Fire Chief of the Los Angeles County Fire Protection District (District) to enter into a contract to extend the existing 9-1-1 Computer Aided Dispatching (CAD) system's Master Maintenance Service contract with Northrop Grumman Information Technology, Inc. (Northrop Grumman) to provide system maintenance and technical services for the District's CAD system for a period of six (6) months, on a month-to-month basis, not to exceed the cost of $80,000, pending completion of a new sole source contract.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Delegate authority to the Fire Chief to extend the existing CAD Master Maintenance Service contract with Northrop Grumman for a period of six (6) months, on a month-to-month basis, not to exceed the cost of $80,000.

2. Find that this agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The existing contract between the District and Northrop Grumman will expire on June 30, 2009. The District and Northrop Grumman are currently in negotiations for a new sole source contract. An amendment to the existing contract to extend the system maintenance and technical services for an additional six (6) months is necessary to ensure a continuation of service for the CAD system.

Approval of the recommended action will authorize the Fire Chief to amend the existing contract which will result in a six (6) month, month-to-month contract extension with Northrop Grumman. The Fire Chief can terminate this extended contract at anytime during the six (6) month period or when the new sole source contract has been approved by your Board.

The CAD system is proprietary to Northrop Grumman and they warrant their products to perform at a specified level. Any modification to their software by persons/entities other than their staff or designated subcontractors invalidates the warranty and performance assurances stipulated in the maintenance contract. The specialized technical services are required to ensure a continuous, uninterrupted CAD system operation, which directly impacts the health and safety of the County residents as well as firefighters and paramedics.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goals of Operational Effectiveness (Goal No. 1) and Public Safety (Goal No. 5) by ensuring effective maintenance and enhancement of systems that safeguard public life safety and protection of property.

FISCAL IMPACT/FINANCING

The cost of this contract extension will not exceed $80,000. The District has funds in its 2009-2010 Fiscal Year operating budget to finance these services. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

In 1987, as the result of a competitive bid process, your Board approved a $25.6 million, four-year project for the design and implementation of a Fire Command and Control System. The contract was awarded to PRC Public Management Services, Inc., now known as Northrop Grumman Information Technology, Inc. The CAD system, implemented in 1991, was a major component of that contract.

Since the initial implementation in 1991, Northrop Grumman has successfully maintained and supported the District's CAD system. The first Maintenance Agreement (No. 65794) was a five-year agreement for $2.8 million approved by your Board on January 28, 1992. The second agreement (No. 70908) was a five-year agreement with the optional sixth year extension for $2.2 million which was approved by your Board on July 29, 1997. The third agreement (No.74469) for $2.2 million approved by your Board on May 27, 2003, was also a five-year agreement, with the optional sixth year extending the agreement through June 30, 2009. The District and Northrop Grumman have utilized the sixth year extension and the contract must be amended in order to ensure a continuation of services.

CONTRACTING PROCESS

The existing contract for the CAD system maintenance and technical services was established through a sole source process and was approved by your Board on May 27, 2003. The contractor has agreed to hold the same rates, terms and conditions for the six (6) month period.

At this time, sole source negotiations are expected to be completed and a new contract in place no later than December 2009.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this recommendation will ensure continuous, uninterrupted CAD system operations, which directly impacts the health and safety of the County residents and firefighters. The District's CAD system ties directly to the County 9-1-1 emergency call system. Any changes to the contractor could adversely affect the District's ability to respond to emergency calls.

CONCLUSION

Upon execution by your Honorable Board, please provide the District with two (2) original certified copies of the adopted Board Letter. It is requested that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana, at (323) 838-2275 when the documents become available.

Respectfully submitted,

P. MICHAEL FREEMAN
FIRE CHIEF

Reviewed by:

RICHARD SANCHEZ
ACTING CHIEF INFORMATION OFFICER

PMF:lg
Attachments
c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors
Acting Chief Information Officer
Auditor-Controller

CIO ANALYSIS

CONTRACT EXTENSION WITH NORTHROP GRUMMAN INFORMATION TECHNOLOGY, INC. FOR THE MAINTENANCE OF THE FIRE 9-1-1 COMPUTER AIDED DISPATCHING (CAD) SYSTEM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:
☐ New Contract ☐ Contract Amendment ☒ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other (MSA)

New/Revised Contract Term: Base Term: 6 Months # of Option Yrs: N/A

Contract Components:
☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: P. Michael Freeman, Fire Chief

Budget Information :

Y-T-D Contract Expenditures	$ 2,178,000
Maximum Contract Amount	$ 80,000
Aggregate Project Amount	$ 2,258,000

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☐	☒	Is this project sub vented?
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan?
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan?
☒	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document?
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT and security standards?
☐	☒	Has data for this contract and/or project been entered into the Information Technology Tracking System (ITTS)? A one time hardware purchase does not require tracking via ITTS.

Project/Contract Description:

The Fire Department (Fire) is requesting Board authorization for the Fire Chief to execute a contract extension for a period of six months with Northrop Grumman Information Technology, Inc. to provide system maintenance and technical services for the Fire Department's 9-1-1 Computer Aided Dispatching (CAD) System. The proposed cost will not exceed $80,000.

Background:

Fire's current CAD system has been in operation since 1991. Since that time, the vendor (originally PRC Public Management Services, Inc., currently Northrop Grumman Information Technology, Inc.) has continually provided maintenance and support services under a series of multi-year agreements. The most recent Agreement (No. 74469) was approved May 27, 2003, and expires June 30, 2009. While Fire and Northrop Grumman are currently in the process of negotiating a subsequent multi-year agreement, it is unclear if they will be finished before the expiration of the current contract. Therefore, a six month extension of the current agreement is being requested to avoid loss of maintenance services due to the unintended expiration of the CAD maintenance agreement.

Project Justification/Benefits:

The six month extension of the current CAD maintenance agreement will allow sufficient time for Fire and Northrop Grumman to finalize a new multi-year CAD maintenance agreement. Rates, terms and conditions will remain consistent with the current agreement. Board approval of this extension will ensure that 24/7 support of this critical public safety system will not be interrupted, while the long term maintenance agreement can be negotiated.

Project Metrics:

A new CAD maintenance agreement will be presented to the Board for approval no later than December 31, 2009.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

If this extension is not approved, Fire runs the risk of interruption of support and maintenance for a critical public safety system. Potentially, this could impact the Department's ability to respond to emergency calls from the public.

Alternatives Considered:

The CAD system is proprietary to Northrop Grumman and no other alternatives were considered. It was prudent to seek a short extension of the current agreement, rather than risk the current agreement expiring before a new agreement could be approved by the Board.

Project Risks:

There is minimal project risk since this contract extension simply extends the term of contract to provide existing levels of maintenance and support services.

Risk Mitigation Measures:

None.

Financial Analysis:

The cost for the six month extension will not exceed $80,000. The Department represents that funds are available in their Fiscal Year 2009-10 operating budget to pay for these services.

CIO Concerns:

None.

CIO Recommendations:

The Chief Information Office recommends Board approval of the proposed contract extension.

CIO APPROVAL

Date Received: May 13, 2009

Prepared by: John Arnstein

Date: May 21, 2009

Approved: Chris McCarty

Date: 6/1/2009

P:\Drafts\CIO Analysis for CAD Maintenance Extension.doc

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY CAD MASTER MAINTENANCE SERVICES AGREEMENT WITH NORTHROP GRUMMAN PUBLIC SAFETY, INC.

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CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
NORTHROP GRUMMAN PUBLIC SAFETY, INC. CAD MASTER MAINTENANCE SERVICES AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, ___ by and between

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, STATE OF CALIFORNIA (hereinafter "DISTRICT")

and

NORTHROP GRUMMAN PUBLIC SAFETY, INC., A Delaware Corporation (hereinafter "CONTRACTOR")

WITNESSETH

WHEREAS, the DISTRICT, sometimes also referred to as "Fire Department", operates the Fire Command and Control Center with highly technical computer systems (hereinafter "SYSTEMS") requiring 24-hour service and maintenance to assure public safety;

WHEREAS, CONTRACTOR is uniquely qualified to service and maintain these systems because they designed and installed the software and hardware;

WHEREAS, the DISTRICT, in accordance with Government Code Section 31000 and Health and Safety Code 13861, may enter into agreements for specialized services;

WHEREAS, it is neither practical nor economical to maintain a sufficient number of permanent professional staff to meet peak demands for such services as they occur and CONTRACTOR is well qualified to perform such services;

WHEREAS, CONTRACTOR, for the consideration hereinafter set forth, hereby agrees to furnish these Computer Aided Dispatch (hereinafter "CAD") software and hardware maintenance services and technical support, as directed by the DISTRICT.

WHEREAS, the AGREEMENT all SUB-AGREEMENTS, and all EXHIBITS are all attached hereto and incorporated herein by this reference, are agreed to by the DISTRICT and CONTRACTOR to constitute the AGREEMENT documents; and

WHEREAS, funds have been appropriated for this purpose by the DISTRICT.

Now, therefore, the parties hereto do mutually agree as follows:

AGREEMENT SPECIFICATIONS

1. SCOPE OF AGREEMENT

DISTRICT engages CONTRACTOR to provide the professional/CONTRACTOR services as described in the SUB-AGREEMENTS and EXHIBITS titled:

1.1. SUB-AGREEMENTS:

Hardware and Software Maintenance
CAD Software Maintenance
ON-DEMAND CAD Maintenance
DISTRICT Records Systems Software Maintenance
ALPHA CAD Migration
Performance Level Requirements
Payment Rates and Schedule

1.2. EXHIBITS:

EXHIBIT A – Response Time Requirements
EXHIBIT B – Performance Requirements
EXHIBIT C – Projected Payment Schedule
EXHIBIT D – Hardware and Software Covered ITEMS
EXHIBIT E – ALPHA Migration Rates & Products
EXHIBIT F – Work Authorization
EXHIBIT G – Standard AGREEMENT Terms and Conditions
EXHIBIT H – Standard AGREEMENT Forms

2. TERM OF AGREEMENT

2.1. This AGREEMENT shall be effective **from July 1, 2003 through June 30, 2008.** If ALPHA CAD Migration SUBAGREEMENT is not fulfilled, this AGREEMENT shall be effective from July 1, 2003 through June 30, 2007. Prior to expiration, the Fire Chief or his designee may, by written notice to CONTRACTOR, extend this AGREEMENT on a month-to-month basis for up to one year at the same prices and rate of price increases, as applicable, that are allowed during the AGREEMENT term.

2.2. CONTRACTOR is to notify DISTRICT when it is within (6) six months from expiration of term.

2.3. CONTRACTOR shall maintain a system of record-keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total AGREEMENT authorization under this AGREEMENT. Upon occurrence of this event, CONTRACTOR shall send written notification to DISTRICT at the address herein provided in EXHIBIT C.

3. PERFORMANCE REQUIREMENTS

CONTRACTOR services will be provided as specified in each of the SUB-AGREEMENTS.

4. COMPENSATION

DISTRICT shall pay CONTRACTOR in accordance with the PAYMENT RATES AND SCHEDULE SUB-AGREEMENT. Annual increases are included, as outlined in the PAYMENT RATES AND SCHEDULE SUB-AGREEMENT.

5. METHOD OF INVOICING

5.1. CONTRACTOR will invoice DISTRICT at the times and rates specified in the PAYMENT RATES AND SCHEDULE SUB-AGREEMENT. CONTRACTOR will include an itemized listing of services covered for each invoice. If, as permitted in the PAYMENT RATES AND SCHEDULE SUB-AGREEMENT, price escalation has been included in any invoice, CONTRACTOR will include applicable information used in determining the new rates.

5.2. The original invoice is to be sent directly to:

Consolidated Fire Protection District of Los Angeles County
Financial Management Division
P. O. Box 910901
Commerce, CA 90091

With a copy to:

Consolidated Fire Protection District of Los Angeles County
Attention: Janette Parker, Chief
Information Management Division
5815 Rickenbacker Road
Commerce, CA 90040

6. METHOD OF PAYMENT

DISTRICT will pay CONTRACTOR at the times and rates specified in the PAYMENT RATES AND SCHEDULE SUB-AGREEMENT. Such payments will be paid within thirty (30) days after DISTRICT'S receipt and approval of a properly completed invoice from CONTRACTOR.

7. NOTICES

7.1. Notices from CONTRACTOR to DISTRICT shall be addressed as follows:

Consolidated Fire Protection District of Los Angeles County
Attention: Janette Parker, Chief
Information Management Division
5815 Rickenbacker Road
Commerce, CA 90040

7.2. Notices from DISTRICT to CONTRACTOR shall be addressed as follows:

NORTHROP GRUMMAN PUBLIC SAFETY, INC.
Attention: John Kouri, Vice President, Contracts
12005 Sunrise Valley Drive
Reston, VA 20191-3404

8. TERMINATION/REDUCTION OF AGREEMENT

This AGREEMENT may be terminated or reduced in scope by either party, with or without cause at any time prior to the expiration date specified in paragraph 2 of the AGREEMENT, by giving (90) ninety days notice in writing to the other party. In the event of such termination, a prorated adjustment in the charges payable shall be made for services provided up to the effective date of termination.

9. DEFINITIONS

The headings contained herein are for convenience and reference only. They are not intended to define or limit the scope of any provision of this AGREEMENT.

The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

9.1. **Anniversary Date**: July 1, has been designated as the Anniversary Date for this AGREEMENT.

9.2. **Auditor-Controller**: The Department within the County of Los Angeles that is responsible for auditing business operations and paying debts.

9.3. **Board of Supervisors**: The Board of Supervisors of the County of Los Angeles, acting as governing body, having the legal authority to negotiate and sign contracts for the subject DISTRICT.

9.4. **CAD**: The Computer Aided Dispatch (CAD) developed by NORTHROP GRUMMAN PUBLIC SAFETY, INC., and utilized by the CONSOLIDATED FIRE PROTECTION DISTRICT.

9.5. **HP**: Hewlett Packard Corporation

9.6. **CONTRACTOR**: The corporation who has entered into this AGREEMENT with the DISTRICT to perform or execute the services covered by the specifications contained in the AGREEMENT documents.

9.7. **County**: The County of Los Angeles.

9.8. **District**: Consolidated Fire Protection District of Los Angeles County.

9.9. **District Records Systems**: Current and future DISTRICT developed systems, developed under DISTRICT'S direction per DISTRICT'S specifications, but which do not contain any NORTHROP GRUMMAN PUBLIC SAFETY, INC., proprietary software code. Current systems are known as Electronic Timekeeping, Training and Certification Tracking (TACT), and USAR Deployment.

9.10. **Fire Chief**: The Fire Chief of the Consolidated Fire Protection District of Los Angeles County or his authorized representative(s), i.e., Chief Deputy.

9.11. **Fire Department**: The Consolidated Fire Protection District of Los Angeles County is responsible for administration of the AGREEMENT, located at 5815 Rickenbacker Road, Commerce, California, 90040.

9.12. **NORTHROP GRUMMAN PUBLIC SAFETY, INC.**: NORTHROP GRUMMAN PUBLIC SAFETY, INC., a corporation responsible for the development and installation of the Consolidated Fire Protection District's

CAD/FIRS Systems. NORTHROP GRUMMAN PUBLIC SAFETY, INC., is located at 12005 Sunrise Valley Drive, Reston, VA 20191-3404.

9.13. **Site:** The Consolidated Fire Protection District's Fire Command and Control Facility (A.K.A. FCCF), at 1320 N. Eastern Ave., Los Angeles, CA 90063.

9.14. **Software System**: The CAD system developed by NORTHROP GRUMMAN PUBLIC SAFETY, INC., and utilized by the DISTRICT.

10. ENTIRE AGREMENT

This AGREEMENT, the attached SUB-AGREEMENT(S) and EXHIBITS listed below represent the entire and integrated agreement between the parties hereto and supersede all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof. The AGREEMENT, SUB-AGREEMENTS and EXHIBITS may be amended only by written instrument signed by the parties hereto.

SUB-AGREEMENTS:

Hardware and Software Maintenance
CAD Software Maintenance
ON-DEMAND CAD Maintenance
DISTRICT Records Systems Software Maintenance
ALPHA CAD Migration
Performance Level Requirements
Payment Rates and Schedule

EXHIBITS:

EXHIBIT A – Response Time Requirements
EXHIBIT B – Performance Requirements
EXHIBIT C – Projected Payment Schedule
EXHIBIT D – Hardware and Software Covered ITEMS
EXHIBIT E – ALPHA Migration Rates & Products
EXHIBIT F – Work Authorization
EXHIBIT G – Standard AGREEMENT Terms and Conditions
EXHIBIT H – Standard AGREEMENT Forms

IN WITNESS WHEREOF, CONTRACTOR has executed this AGREEMENT, by its duly authorized officer and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this AGREEMENT to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

By: _____
John Kouri , Vice President - Contracts

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By_____
Principal Deputy County Counsel

HARDWARE AND SOFTWARE MAINTENANCE SUB-AGREEMENT

11. HARDWARE AND SOFTWARE MAINTENANCE SERVICE PROVIDERS

CONTRACTOR is responsible for coordinating delivery and completion of hardware and software maintenance, either directly or through subcontract, for the goods listed in EXHIBIT D on the following terms:

11.1. "ITEM A": - Maintenance for all items categorized as "ITEM A" in EXHIBIT D shall be maintained by Hewlett Packard, as a subcontractor to CONTRACTOR.

11.2. "ITEM B": - Maintenance for all items categorized as "ITEM B" in EXHIBIT D shall be maintained by CONTRACTOR.

11.3. "ITEM C": - Maintenance for all items categorized as "ITEM C" in EXHIBIT D shall be maintained by S&J Sales as a subcontractor to CONTRACTOR.

11.4. CONTRACTOR will maintain a toll-free telephone service number during the hours of 8:00 AM to 5:00 PM Pacific Time, Monday through Friday, excluding holidays.

11.5. The DISTRICT expressly approves of each of the above mentioned companies as subcontractors in providing maintenance services. However, should DISTRICT determine, for just cause, that any one of these subcontractors is not performing to DISTRICT'S expectations, CONTRACTOR shall provide at DISTRICT'S request, a different maintenance subcontractor to be approved by DISTRICT. CONTRACTOR shall notify DISTRICT of the change and contact person within thirty (30) days of request.

12. HARDWARE AND SOFTWARE MAINTENANCE COVERAGE

12.1. The following maintenance services will be performed in accordance with, Section 13, Response Times and Coverage, of this SUB-AGREEMENT:

12.1.1. Remedial maintenance during coverage hours, as defined under Section 13, Response Times and Coverage, of this SUB-AGREEMENT.

12.1.2. Correction of any failed component.

12.1.3. Replacement of any failed hardware or operating software component if not correctable.

12.1.4. Reports to the hardware maintenance coordinator providing the activity and equipment status when changes have been made.

12.2. Maintenance coverage hereunder does not cover any of the following:

12.2.1. Abuse and/or accidental damage by DISTRICT personnel.

12.2.2. Damage caused by lightning, electrical storms or electrical power problems in the associated buildings.

12.2.3. Service calls to where, upon arrival, no maintenance problem exists (such as failure to plug in equipment). In such a case DISTRICT agrees to reimburse CONTRACTOR at rates specified in the ON-DEMAND Maintenance SUB-AGREEMENT for all time spent.

12.3. Should CONTRACTOR or its subcontractor be called upon to provide services included under the conditions in 12.2. above, or at a time outside of the coverage hours explained in Section 13 of this SUB-AGREEMENT below, such services shall be provided at CONTRACTOR'S usual rates for such services. CONTRACTOR agrees to provide DISTRICT with written pricing information in office by April 1 of each year. If the fees subsequently change during the year, CONTRACTOR will so notify DISTRICT.

13. RESPONSE TIMES AND COVERAGE

13.1. CONTRACTOR and/or its appropriate subcontractors shall respond to requests for maintenance for equipment components in accordance with the response times shown on EXHIBIT A hereto. The coverage for same shall be 8:00 AM until 5:00 PM Pacific Time, Monday through Friday. Determination of response times shall be comprised of those hours falling between 8:00 AM and 5:00 PM.

13.2. If a hardware or operating system software failure(s) prevents LIVE CAD from being operational, CONTRACTOR is allowed twenty-four (24) hours from verbal notification by DISTRICT to attempt to resolve the issue. If the twenty-four (24) hours pass without a solution acceptable to DISTRICT, and the problem hardware or operating system software is supported by CONTRACTOR under the terms of this SUB-AGREEMENT, DISTRICT may obtain repair service from a different vendor. DISTRICT shall provide CONTRACTOR with a copy of the repair invoice and CONTRACTOR shall reference and deduct the same amount from the next invoice submitted to DISTRICT. CONTRACTOR shall be liable for no more than the total maintenance fee being charged to DISTRICT for one month of the

AGREEMENT period. Said charges shall be calculated by dividing the annual "Total Maintenance, EXHIBIT C, ITEM A," number for the current fiscal year (as specified in CONTRACTOR'S most recent quarterly invoice submitted to DISTRICT for maintenance services) by twelve.

13.2.1. "Response Time", as used in this SUB-AGREEMENT, is defined as the total elapsed time from the time DISTRICT notifies CONTRACTOR that a failure has occurred, until such time as the appropriate maintenance vendor, as specified in Section 11.1 of this SUB-AGREEMENT, arrives at the site or contacts DISTRICT, and begins diagnosing the problem.

14. MODIFICATIONS TO COVERED HARDWARE AND OPERATING SOFTWARE

In recognition of the fact that the list of hardware and operating system software maintained under the terms of this SUB-AGREEMENT will likely vary over the term of the AGREEMENT, the following procedures have been put in place to accommodate such variations.

14.1. EXHIBIT D is intended to be an accurate, but changeable, list of hardware and software items covered under the terms of this SUB-AGREEMENT. The EXHIBIT D list may be updated periodically, as specified by DISTRICT in written correspondence to CONTRACTOR. This written correspondence will direct CONTRACTOR to add or remove items from the EXHIBIT D list effective on a specified date.

14.2. For EXHIBIT D, ITEM A and ITEM C lists the specified removal date must coincide with the start of an invoice period as specified in the PAYMENT RATES AND SCHEDULE SUB-AGREEMENT, and the written correspondence must be received at least forty five (45) days prior to the end of the previous invoice period to give CONTRACTOR enough time to notify the maintenance subcontractor, and determine the new rates for any equipment to be added to the list.

14.3. When directed by DISTRICT to update the EXHIBIT D hardware and software list, CONTRACTOR will provide DISTRICT with an updated EXHIBIT D prior to issuing a scheduled invoice for EXHIBIT D equipment. The new EXHIBIT D will replace the old EXHIBIT D until such time as EXHIBIT D is again updated by written directive from DISTRICT. Changes to EXHIBIT D may be made effective only on invoice periods (e.g., if EXHIBIT C calls for a quarterly invoice, the EXHIBIT D list may be updated only on a quarterly basis).

14.4. For historical purposes, equipment removed from maintenance will remain listed on EXHIBIT D throughout the term of the AGREEMENT, with the date

of removal specified in the END DATE column and a maintenance price of $0 from that date on. Maintenance prices for Hardware and Software in EXHIBIT D that have not been added or deleted by directive from DISTRICT shall not change except for periodic increases as specified in the PAYMENT RATES AND SCHEDULE SUB-AGREEMENT.

14.5. When EXHIBIT D is updated to reflect changes in equipment being maintained, EXHIBIT C: PAYMENT RATES AND SCHEDULE SUB-AGREEMENT must also be updated to reflect the new payment schedule. The CONTINGENCY BUDGET element of the PAYMENT SCHEDULE will be adjusted up or down to reflect changes in other elements of the PAYMENT SCHEDULE. The updated EXHIBIT C will be delivered to DISTRICT along with the updated EXHIBIT D prior to issuing an invoice for that period.

14.6. The DISTRICT is responsible for notifying CONTRACTOR in writing, of the addition or deletion of any equipment outlined in the attached EXHIBIT D. When changes occur, the DISTRICT must provide to CONTRACTOR a detail of model numbers, serial numbers and installation/de-installation information. Failure to notify CONTRACTOR of changes could result in equipment not being covered under the hardware and software maintenance SUB-AGREEMENT. Any omissions or inaccuracies resulting from the addition/deletion of such equipment without written notification to CONTRACTOR are the responsibility of the DISTRICT.

CAD SOFTWARE MAINTENANCE SUB-AGREEMENT

15. SOFTWARE SYSTEM

15.1. Maintenance of the CAD software will be provided by CONTRACTOR'S Customer Service Group (CSG).

15.2. For the purpose of this AGREEMENT, the "Software System" shall mean the CAD system developed by NORTHROP GRUMMAN PUBLIC SAFETY, INC., and utilized by the DISTRICT.

16. SOFTWARE SUPPORT SERVICES

With respect to the Software System, CONTRACTOR agrees to perform, or cause to be performed, the following maintenance services:

16.1. CONTRACTOR will retain a complete copy of the Software System source code, as provided by DISTRICT.

16.2. If during the term of this AGREEMENT, (a.) the DISTRICT discovers defects in the Software System such that same will not perform in accordance with CONTRACTOR'S design; (b.) the DISTRICT notifies CONTRACTOR of such defects; and, (c.) such defects are reproducible, then CONTRACTOR shall provide, or cause to be provided, timely corrections of such defects.

16.3. If non-serious problems arise (see paragraph 17 Severity Level) concerning the Software System, the DISTRICT'S System Manager is responsible for initial triage and attempts to correct the problem. If the System Manager is unable to solve the problem, CONTRACTOR will provide a reasonable amount of telephone assistance within the schedule and charges stated below:

16.3.1. Basic software service shall be provided five (5) days per week from 5:30 a.m. through 5:30 p.m. Pacific Time excluding CONTRACTOR holidays.

16.3.2. Non-serious calls made outside the above basic software service times will be billable at the rate of Principal Computer Analyst with 4 hours minimum per call. Additional consultation will be billable at the rate of a Principal Computer Analyst. The rates for a Principal Computer Analyst are defined in the ON-DEMAND CAD MAINTENANCE

SUB-AGREEMENT and may increase each year as defined in the PAYMENT RATES AND SCHEDULE SUB-AGREEMENT.

16.3.3. If serious problems arise (see 17. Severity Level) and the DISTRICT cannot correct them by following system management procedures previously supplied by CONTRACTOR, CONTRACTOR will provide assistance to restore computer system operations 24 hours a day, 365 days a year without additional charge to the DISTRICT. The determination of whether an after-hours call is billable will be reasonably made solely by CONTRACTOR.

16.4. With respect to the Software System, CONTRACTOR will not perform, or cause to be performed under the scope of this AGREEMENT, duties of database administration, such as routine backups or routine efforts to maintain ongoing data integrity. Database administration shall be the responsibility of the DISTRICT. Should the DISTRICT request, in writing, CONTRACTOR'S assistance with database administration as it pertains to the CONTRACTOR Application Systems installed, CONTRACTOR will endeavor to provide database administration services at CONTRACTOR'S then current Time and Materials rate.

16.5. With respect to the previous paragraph, the following actions are considered database administration, and as such, will not be performed under this AGREEMENT:

(a) Database recovery

(b) Monitoring Database Space (Utilization)

(c) Monitoring Alert Log

(d) Defragmentation of free space

(e) Monitoring and increasing table space

(f) Manipulation of the Oracle listener

17. SEVERITY LEVEL

Problems that prevent the actual execution of a critical function of the software system specified in EXHIBIT D shall be defined as "Serious." Serious system problems include:

17.1. complete system outage;

17.2. the failure of a major portion of the database engine or message switching system;

17.3. the loss of a major portion of Calltaker or Telephone Radio terminals, or the loss of a small number of needed terminals if DISTRICT is in the midst of a significant incident (such as a large fire or earthquake);

17.4. the inability to dispatch an area or areas;

17.5. the loss of unit suggestion;

17.6. the loss of the geographical validation applications;

17.7. loss of communications with the mobile data controller, other than such loss due to malfunction occurring outside of the CONTRACTOR system;

17.8. system response times doubling and continuing beyond fifteen (15) minutes, other than such doubling due to malfunction occurring outside of the CONTRACTOR system.

18. RESPONSIBILITIES OF DISTRICT

The obligations of CONTRACTOR under this AGREEMENT are conditioned upon:

18.1. DISTRICT assigning a coordinator to ensure that DISTRICT'S assignments in connection with this AGREEMENT are met, to coordinate appropriate schedules in connection with CONTRACTOR'S services hereunder, and to serve to provide other coordination activities which are necessary for CONTRACTOR to perform its services hereunder.

18.2. DISTRICT assigning at least two technically capable individuals (e.g., the Computer Operators and/or the Operations Manager), as required by CONTRACTOR to assist CONTRACTOR in performing its services hereunder.

18.3. DISTRICT performing regular system and file backup procedures.

18.4. DISTRICT establishing an on-site dial-up line to enable CONTRACTOR to remotely access the Software System. DISTRICT, in accordance with a schedule mutually agreed upon by CONTRACTOR and DISTRICT, shall connect the dial-in modem, at DISTRICT'S cost and expense, in order to enable CONTRACTOR to remotely access the Software System. DISTRICT shall also compile programs and run appropriate tests following each remote access by CONTRACTOR.

18.5. DISTRICT shall be responsible for controlling security and access to the computer systems. The DISTRICT shall connect the dial-in modem in a timely manner to allow CONTRACTOR to perform maintenance activities,

and the DISTRICT shall provide the appropriate usernames and authorization codes to CONTRACTOR whenever maintenance work is to be done.

18.6. DISTRICT shall not perform any modifications or enhancements to the Software System or allow any person or entity not specifically authorized by CONTRACTOR to perform any modifications or enhancements to the Software System.

18.7. During the term of the Master Maintenance AGREEMENT, and any subsequent extensions of the term, DISTRICT shall provide CONTRACTOR with a verified copy of the system backup on an annual basis, at no cost to the CONTRACTOR, for use in assisting the DISTRICT during disaster recovery efforts if requested.

19. LICENSE

With respect to each correction to the Software System furnished to DISTRICT under this AGREEMENT, DISTRICT is granted a non-exclusive, non-assignable, non-transferable license to use such correction solely as appropriate as part of the Software System as defined in the "License" Article of the AGREEMENT for the System (i.e., the License AGREEMENT in the original AGREEMENT, adopted by the Board of Supervisors on December 15, 1987).

20. THIRD PARTY SOFTWARE

CONTRACTOR, support of integrated third party software or products is limited to the service made available to CONTRACTOR. If third party software or product providers discontinue support of software or products provided that prevents CONTRACTOR from maintaining the Software System, CONTRACTOR will, on a best effort basis, attempt to correct or work around the reported problem. In addition, CONTRACTOR will submit to DISTRICT a proposal to provide software or product that will enable the system to function in accordance with the System Design. DISTRICT has the option to reject the CONTRACTOR proposal and understands and accepts that the performance of the System may be in jeopardy. DISTRICT also understands and accepts that a rejection of the CONTRACTOR proposal may have a direct impact on the ability of CONTRACTOR to make further changes to the System products and/or software which may be desired by DISTRICT.

21. LIMITATION OF LIABILITY AND REMEDIES

21.1. Limited Warranty

21.2. CONTRACTOR makes no warranties hereunder, either express or implied (including any warranty of merchantability or fitness for a particular purpose).

21.3. Limitation of Damages

To the extent provided by law, in no event shall CONTRACTOR or DISTRICT be liable for any indirect or consequential damages.

ON-DEMAND CAD MAINTENANCE SUB-AGREEMENT

22. ON-DEMAND CAD MAINTENANCE - HOURLY

22.1. Periodically DISTRICT will require maintenance to the CAD system, which is not covered within the scope of the Hardware and Software Maintenance SUB-AGREEMENT. To handle these requirements CONTRACTOR will provide DISTRICT with additional technical consultants to work on DISTRICT specified maintenance activity, either on-site or remotely.

22.2. CONTRACTOR will provide DISTRICT with additional technical personnel for ON-DEMAND Maintenance, on a time and materials basis. The hourly rates for ON-DEMAND Maintenance are specified below and are subject to the annual increases outline in the PAYMENT RATES AND SCHEDULE SUB-AGREEMENT. These services shall be funded through the annual "Contingency Budget" referenced in EXHIBIT C, Projected Payment Schedule.

T&M Rate	Class of CONTRACTOR
(a) $150/hr.	Senior Engineer
(b) $140/hr.	Computer Analyst
(c) $157/hr.	Senior Computer Analyst
(d) $201/hr.	Principal Computer Analyst
(e) $210/hr.	Database Administrator
(f) $157/hr.	Senior DB Analyst
(g) $201/hr.	Principal DB Analyst
(h) $182/hr.	Principal Functional Analyst
(i) $200/hr.	Project Manager

22.3. DISTRICT will be required to pay mileage fees at CONTRACTOR'S standard mileage reimbursement rate (currently $0.36 per mile) for all travel beyond the technical CONTRACTOR'S normal mileage to work at (usually

CONTRACTOR'S Orange office). Technical personnel who travel from other offices (e.g., San Francisco) will be reimbursed by DISTRICT according to CONTRACTOR'S standard reimbursement policy for all long distance and local travel costs.

22.3.1. Each time the DISTRICT requires ON-DEMAND CAD Maintenance, all requests will be accompanied by a Work Authorization (EXHIBIT F).

The Work Authorization shall state which class of CONTRACTOR(S) is required, what dates they are required, and the expected duration, or specifications as to hardware or software requirements.

22.3.2. CONTRACTOR will provide DISTRICT a bid which is to include a "not to exceed estimate". Upon DISTRICT'S approval and issuance of Work Authorization number, the CONTRACTOR shall commence work. Under no circumstances is CONTRACTOR to commence working without DISTRICT'S approval of Work Authorization.

22.3.3. PAYMENT

CONTRACTOR will invoice monthly, if applicable, for all hourly ON-DEMAND CAD Maintenance provided during that month.

22.3.4. ACCOUNTING

CONTRACTOR will provide an accounting of all charges, including travel fees, to DISTRICT each month if ON-DEMAND Maintenance has been utilized by DISTRICT for that month.

23. ON-DEMAND MODIFICATIONS AND ENHANCEMENTS - FIXED PRICED

DISTRICT may require modifications and or enhancements to applications software supplied under this AGREEMENT. If enhancements or modifications are requested by the DISTRICT:

23.1. DISTRICT shall describe requested work and present via a Work Authorization (EXHIBIT F), to the CONTRACTOR a requested scope of work each time the DISTRICT requires modifications and or enhancements.

23.2. CONTRACTOR shall also provide via the Work Authorization (EXHIBIT F), a fixed price technical proposal which shall include the following:

23.2.1. The CONTRACTOR'S understanding of the modification and or enhancement, a proposal which provides a detailed work plan,

proposed delivery, schedule and any special assumptions that were made in the development of such plans and schedules.

23.3. Upon DISTRICT'S approval and issuance of Work Authorization number, the CONTRACTOR shall commence work. Under no circumstances is CONTRACTOR to commence working without DISTRICT'S approval of Work Authorization.

23.4. PAYMENT

CONTRACTOR will invoice and DISTRICT will pay the approved amount in accordance with the following Fixed Priced Software Modification and Upgrade Payment Schedule.

FIXED PRICED SOFTWARE MODIFICATION AND UPGRADE PAYMENT SCHEDULE		
	Percent	Due
1st Payment	25% of Not to Exceed Cost	Upon DISTRICT'S Approval of Work Authorization
2nd Payment	35% of Not to Exceed Cost	Upon Installation on Test System
3rd Payment	15% of Not to Exceed Cost	Upon DISTRICT'S Acceptance of Installation or 15 business days after Installation.
4th Payment	25% of Not to Exceed Cost	Upon DISTRICT'S Acceptance of the final product or beneficial use for a period of 15 business days.
Hardware (if applicable)	100% Hardware Cost	Upon Delivery of Hardware

DISTRICT RECORDS SYSTEM SOFTWARE MAINTENANCE SUB-AGREEMENT

24. MAINTENANCE OF THE DISTRICT RECORDS SYSTEM

Maintenance of the DISTRICT RECORDS SYSTEM software will be provided by CONTRACTOR'S Customer Service Group (CSG) on a Time and Materials basis.

25. DISTRICT REQUESTS

DISTRICT shall make requests to CONTRACTOR in writing via a Work Authorization (EXHIBIT F), each time DISTRICT RECORDS SYSTEM Maintenance is required.

25.1. The request should state what dates the service is required, and the expected duration, and specifications/requirements.

26. DISTRICT RECORDS SYSTEM SUPPORT SERVICES

NORTHROP GRUMMAN PUBLIC SAFETY, INC., shall make good faith efforts to give maintenance of the DISTRICT RECORDS SYSTEM Software a priority equal to a standard NORTHROP GRUMMAN PUBLIC SAFETY, INC., Maintenance AGREEMENT. A four (4) hour minimum at the rates specified below is applicable to all Time & Materials work UNDER THIS SUB-AGREEMENT. This SUB-AGREEMENT does not offer resolution of any problem or any enhancement to the current system. Time and Materials is calculated on a portal to portal basis.

27. PAYMENT

27.1. Hourly Rate

The hourly rate for Time and Materials support during Principal Period of Maintenance (Monday through Friday 0800 to 1730 Pacific Time) is: **$285.00/hr**

The hourly rate for Time and Materials support outside of the Principal Period of Maintenance (excluding holidays) is: **$425.00/hr**

The hourly rate for Time and Materials support on a Holiday is: **$500.00/hr**

27.2. DISTRICT will be required to pay mileage fees at CONTRACTOR'S standard mileage reimbursement rate (currently $0.36 per mile) for all travel beyond the technical consultant's normal mileage to work at (usually

CONTRACTOR'S Orange office). Technical personnel who travel from other offices (e.g., San Francisco) will be reimbursed by DISTRICT according to CONTRACTOR'S standard reimbursement policy for all long distance and local travel costs.

ALPHA CAD MIGRATION SUB-AGREEMENT

28. INTRODUCTION

This ALPHA CAD Migration SUB-AGREEMENT defines the scope of work to be performed under the AGREEMENT by and between DISTRICT and CONTRACTOR for a migration of DISTRICT'S existing Cobol CAD/MSS computer system from the legacy HP VAX hardware platform to a new HP ALPHA Server platform running ALPHA VMS (ALPHA CAD). The ALPHA CAD migration of the DISTRICT'S Computer Aided Dispatch (CAD) system, includes but is not limited to, the design, delivery, installation, support, testing, training and post implementation warranty support of the ALPHA CAD.

This ALPHA CAD Migration SUB-AGREEMENT incorporates by reference all of the requirements stated in the AGREEMENT, unless specifically noted, and references the following related ALPHA CAD Migration EXHIBIT:

EXHIBIT E - ALPHA CAD Migration Rates and Products

29. PROJECT BACKGROUND

DISTRICT'S existing legacy Cobol CAD/MSS system has been highly customized over the last 13 years to meet the specific and complex needs of DISTRICT'S mission critical emergency dispatching operation. Despite incremental equipment upgrades over this period, existing hardware is nearing its "end of life", making effective maintenance increasingly difficult and costly. Performance of the existing CAD system, while acceptable during normal operations, has during recent episodic peaks reached its operational capacity. A technology refresh, via migration from legacy HP hardware to a new HP ALPHA Server platform is the most effective and efficient way to protect and maximize return on DISTRICT'S 13-year investment in the CAD system. With the migration, DISTRICT will be able to maintain the same highly customized CAD functionality and reliability without having to change day-to-day operations or re-train existing CAD users or technology staff. It also provides a substantial technology "refresh" which will allow DISTRICT to consider other new technologies as operational needs dictate.

30. PLATFORM UPGRADE

The ALPHA CAD Migration Project includes a significant computing and storage upgrade, to an HP OpenVMS, ES45 ALPHAServer platform, using 64-bit, RISC system architecture, with a 1000 MHz CPU and 1 GB RAM. The project includes migration of

DISTRICT'S existing CAD programs, including approximately 146 MACRO programs, 55 **interface/system** programs and 327 COBOL programs, and installation of a new ease of use GUI based desktop product for Dispatch personnel.

31. PROJECT TIMEFRAME, COST, and INCLUDED ITEMS

The ALPHA CAD Migration Project is anticipated to be a six-month project. Pending development and acceptance of the Project Implementation Plan, full implementation is anticipated during Fiscal Year 2003/2004. The ALPHA CAD Migration is budgeted at a "not to exceed" cost of $735,901, which includes a 7% contingency fund of $50,000. The project includes hardware, software, and professional services, as reflected in EXHIBIT E – ALPHA CAD Migration Rates and Products.

32. PAYMENT SCHEDULE

The following information regarding the ALPHA CAD Migration Payment Schedule pertains only to this SUB-AGREEMENT and supercedes payment schedules in ITEM 23.4 Payment, of the On Demand CAD Maintenance SUB-AGREEMENT.

Payments relative to the ALPHA CAD Migration Project will not exceed the $735,901, and will be made in accordance with the following schedule:

PAYMENT SCHEDULE

Deliverable		Maximum Fixed Price	Retention	Deliverable Payment
1.0	Project Implementation Plan	$17,926	$1,793	$16,133
2.0	Project Schedule	$17,926	$1,793	$16,133
3.0	Project Acceptance Test Plan	$17,926	$1,793	$16,133
4.0	Project Cutover Plan	$17,926	$1,793	$16,133
5.0	Site Preparation Requirements	$25,000	$2,500	$22,500
6.0	Monthly Status Reports	$6,000	$600	$5,400
7.0	Hardware Delivery	$293,457		$293,457
8.0	System Software Development			
8.1	Installing CAD	$122,748	$12,275	$110,473
8.2	Installing Interfaces	$63,234	$6,323	$56,911
9.0	System Acceptance Testing			
9.1	HW Acceptance	$20,252	$2,025	$18,227
9.2	CAD Functional Test/Go live	$40,503	$4,050	$36,453
9.3	Reliability Test	$20,252	$2,025	$18,227
10.0	Installation of GUI Desktop	$18,734	$1,873	$16,861
11.0	Documentation			Included in 16.0
12.0	Training	$4,017	$402	$3,615
13.0	Hardware/Software Warranty			Included in 16.0
14.0	ALPHA CAD Warranty			Included in 16.0
15.0	Software License			Included in 16.0
16.0	Project Acceptance			$39,245
	TOTAL FIXED PRICE	$685,901	$39,245	$685,901
	DISTRICT Contingency	$50,000		
	Total ALPHA CAD Budget	$735,901		

33. FULL REDUNDANCY REQUIREMENTS

By specific design, DISTRICT and CONTRACTOR have consistently ensured DISTRICT'S CAD environment, including hardware, operating and application software, is fully redundant. CONTRACTOR and DISTRICT agree that an equal or improved level of redundancy will be in place upon completion of the ALPHA Migration Upgrade. CONTRACTOR is responsible for guaranteeing equal or improved redundancy to existing environment.

34. PROJECT IMPLEMENTATION PLANNING AND MANAGEMENT

CONTRACTOR, subject to the review and approval of DISTRICT'S Project Director, shall be responsible for planning, preparing, and coordination of all activities set forth in this ALPHA CAD Migration SUB-AGREEMENT.

DISTRICT shall be responsible for all tasks, activities and timeframes assigned to and accepted by DISTRICT within CONTRACTOR'S Project Implementation Plan. Project coordination shall at a minimum, consist of the following:

Task 1.0 PREPARATION AND DELIVERY OF PROJECT IMPLEMENTATION PLAN

Upon issuance of DISTRICT'S Work Order, CONTRACTOR shall prepare and submit for DISTRICT'S approval, within forty-five (45) days of effective date, a detailed Project Implementation Plan. The Project Implementation Plan must include a description of all tasks, sub-tasks, and activities necessary to complete each milestone, a schedule of projected start and completion dates, Acceptance Test Plans, and Project Cut-Over Plan.

Deliverable 1.0 **CONTRACTOR Delivery of Project Implementation Plan as described in Task 1.0**

Task 2.0 PREPARATION AND DELIVERY OF PROJECT SCHEDULE

Upon DISTRICT'S approval of Project Implementation Plan, CONTRACTOR shall prepare and submit for DISTRICT'S approval, a Project Schedule that lists the specific milestones by which the progress of the project can be monitored.

Deliverable 2.0 **CONTRACTOR Delivery of Project Schedule as described in Task 2.0**

Task 3.0 PREPARATION AND DELIVERY OF PROJECT ACCEPTANCE TEST PLAN

CONTRACTOR shall prepare and submit for approval a detailed Project Acceptance Test Plan that thoroughly describes the details of the System Acceptance process, acceptance criteria, and test procedures. The System Acceptance Test Plan will specifically incorporate CONTRACTOR'S four (4) "Problem Severity Definitions" of: Priority 1- Serious, Priority 2 - Major, Priority 3 - Minor, and Priority 4 - Informational. DISTRICT and CONTRACTOR will use these definitions to categorize problems reported during various testing phases. The Acceptance Test Plan will incorporate all objectives described in Task 9.0, System Acceptance Testing.

Deliverable 3.0 **Delivery of Project Acceptance Test Plan as described in Task 3.0**

Task 4.0 Preparation and Delivery of Project Cutover Plan

CONTRACTOR shall prepare and submit a detailed Project Cutover Plan that describes the procedure and required preparation work necessary for the successful implementation of the ALPHA CAD System.

Deliverable 4.0 **Delivery of Project Cutover Plan as described in Task 4.0**

Task 5.0 Preparation and Delivery of Site Preparation Requirements

CONTRACTOR shall prepare and submit a detailed list of Site Preparation Requirements which describes the spatial requirements, power consumption, and any special power plug and/or cable requirements for the delivered hardware. This Plan will take into consideration the "full redundancy" requirements as referenced in Item 33. of this SUB-AGREEMENT. Plan will include DISTRICT'S responsibilities for ensuring all Site work is satisfactorily completed within agreed upon timeframes.

Deliverable 5.0 **Delivery of Site Preparation Requirements as described in Task 5.0**

Task 6.0 Preparation and Delivery of Monthly Status Reports

Upon the written request of DISTRICT'S Project Director, CONTRACTOR shall prepare and submit within seven (7) days, "Monthly Status Reports" to DISTRICT'S Project Director. These reports shall identify and describe those tasks and services that have been completed by CONTRACTOR for the related time period. At the time of delivery, CONTRACTOR shall provide one (1) hard copy of such report and one (1) soft copy. Monthly reports shall include, but are not limited to:

A. Period covered by the report;

B. Overview of the reporting period;

C. Services scheduled, but incomplete, for the reporting period;

D. Services completed, but not scheduled, for the reporting period;

E. Issues to be resolved;

F. Issues resolved;

G. Summary of project status as of reporting period;

H. Summary of monies paid to date, monies due or outstanding and remaining in budget; and

I. Any other information relating to the Deliverables/Services which DISTRICT may from time to time reasonably request

Deliverable 6.0 **Monthly Status Report as Needed/Requested by District as described in Task 6.0**

Task 7.0 Delivery and Installation of Equipment/Hardware

Upon DISTRICT'S completion of site readiness, as required by CONTRACTOR in Task 5.0, DISTRICT will issue a Work Order for delivery and installation of equipment and hardware. CONTRACTOR will order and coordinate delivery to the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY the HP ES45 computer system as referenced in EXHIBIT E - ALPHA CAD Migration Rates and Products.

CONTRACTOR shall pay the cost for such transportation directly to carrier. Upon delivery of the computer equipment to DISTRICT, CONTRACTOR will provide onsite assistance with the installation of the ALPHA server hardware on the existing network. Factory authorized HP technical staff will perform the installation at DISTRICT'S site. CONTRACTOR is responsible for performing the following hardware installation tasks:

7.1 Procure and perform on-site delivery acceptance and inventory of all HP hardware and software.

7.2 Install, configure and tune HP OpenVMS version 7.3x for ALPHA on the ALPHAServer Cluster.

7.3 Initialize and configure disks for CAD/MSS usage.

Acceptance testing of the hardware and operating system components will be completed as outlined in Task 9.0 Acceptance Testing. CONTRACTOR shall provide warranty and maintenance coverage for the hardware and operating software as specified in Task 13.0 Warranty and Maintenance.

Deliverable 7.0 **Delivery and Installation of Equipment/Hardware as described in Task 7.0 and Sub Tasks 7.1 and 7.2**

TASK 8.0 SYSTEM SOFTWARE DEVELOPMENT

CONTRACTOR'S technical resources will perform the majority of software migration at a CONTRACTOR'S facility. Since the ALPHA platform uses a 64-bit, RISC system architecture, as compared to the 32-bit system architecture of the legacy VAX platform, CONTRACTOR will upgrade DISTRICT to the latest ALPHA-compatible version of the Message Switch System, known as MSS30. CONTRACTOR will ensure site-specific changes for the current DISTRICT VAX Message Switch will be integrated into MSS30. Once the site-specific changes have been integrated into MSS30 the DISTRICT'S CAD system in its entirety will be migrated and layered onto MSS30. This layered migration approach insures all existing site-specific CAD/MSS functionality will be maintained. Upon completion of the initial software migration, CONTRACTOR will install the ALPHA-compatible project code on the DISTRICT'S new ALPHA platform. CONTRACTOR and DISTRICT agree to the following software development conditions:

8.1 Configure the ALPHAServer ES45s as an independent, 2-node VMS Cluster.

8.2 Install and configure DECNet and TCP/IP services.

8.3 Define VMS system logicals and parameters necessary for running DISTRICT'S CAD/MSS.

8.4 Configure all batch/printer queues and user accounts to match the existing VAX system.

8.5 Configure VMS DECServer and LAT settings to match the existing system.

8.6 CONTRACTOR will migrate (port) approximately 146 MACRO programs, 55 interface/system programs and 327 COBOL programs to the new ALPHAServer-based CAD/MSS.

8.7 CONTRACTOR will migrate only the CAD/MSS, and the new CAD/MSS will not communicate with the existing PSI RMS running on DISTRICT'S CPUD.

8.8 CONTRACTOR will turn off the existing CAD-to SunPro transfer facility.

8.9 CONTRACTOR will make the necessary modifications to transfer CAD data directly from the new ALPHA CAD to the SunPro RMS server.

8.10 DISTRICT acknowledges that existing "DBS" terminals running on CPUD (e.g. RMS1, RM001, RM002) will no longer have access to CAD.

8.11 If DISTRICT requires assistance, CONTRACTOR will facilitate the creation of new terminals on the ALPHA CAD to allow CAD access by Records users.

8.12 CONTRACTOR will extend the online incident history retention to two (2) years and online unit history retention to six (6) months. Upon cutover to the new CAD system, existing online incident histories will be retained; existing online unit histories will be deleted. CONTRACTOR will move data from the existing (LIVE) system to the new system with the exception of unit histories.

8.13 CONTRACTOR will be making no changes to the existing "backup" computers, MV3100 and VAXC.

8.14 DISTRICT is responsible for migrating any existing specialty code not written by CONTRACTOR.

8.15 CONTRACTOR will configure and install all layered product software and licenses purchased through this migration project.

8.16 CONTRACTOR will configure the following system interfaces on the new ALPHAServer hardware:

A. E911

B. Zetron

C. Mobile Terminals

D. CAD workstations (PCMSS), TCP/IP and DECNet versions

E. PC Logging

F. Printer interfaces

G. Network Clock

H. CAD-to-SunPro RMS transfer facility

Upon completion of the above Software Development, including migration to the new ALPHA hardware, CONTRACTOR will notify DISTRICT in writing when the new ALPHA CAD system is ready for functional testing.

Deliverable 8.1	**Delivery of one (1) "debugged" version of source and object modules developed for the ALPHA CAD Upgrade as more fully described in Task(s) 8.0 and Sub Tasks 8.1 through 8.15. This deliverable allows the DISTRICT to start testing the ALPHA CAD functionality without interfaces.**
Deliverable 8.2	**Delivery of one (1) debugged version of source and object modules for all interfaces listed in Sub Task 8.16. This delivery allows the DISTRICT to start testing CAD interfaces.**

Task 9.0 SYSTEM ACCEPTANCE TESTING

Upon delivery of ALPHA CAD Upgrade System, CONTRACTOR and DISTRICT will perform System Acceptance Testing. System Acceptance Testing shall be divided into multiple components as detailed in the Project Acceptance Test Plan (Task 3.0), and described below:

9.1 Initial Hardware, Operating System Component Test

CONTRACTOR will demonstrate that the ALPHA Servers, OpenVMS operating system, and all layered software products and licenses purchased via this ALPHA Migration Upgrade Project are up and running and that the installed memory and disk storage space meet applicable system specifications.

9.2 Functional Performance Test

A. The test shall demonstrate that the commands and functionality, including full redundancy, of the ALPHA CAD system perform as they did in the previous VAXCluster environment. In the case of disputed functionality, an identical scenario will be executed on the existing system, with the results obtained from the existing system used as the basis for determining proper functionality of the new ALPHA CAD system.

B. DISTRICT acknowledges CONTRACTOR will need to switch interfaces (e.g., 911, mobile terminals) from live operations to the ALPHA CAD development system for short periods. This will make the interfaces unavailable to live CAD users. Interfaces will be tested one at a time and CONTRACTOR will work with DISTRICT staff to minimize impact on live operations. DISTRICT will ensure adequate time is allocated for testing of each interface.

C. At the conclusion of testing, DISTRICT will prepare a list of commands/applications that deviate functionally from the VAXCluster environment. DISTRICT will assess as to severity and provide a clear statement of the nature of the problem. Problem severity will be determined following specific criteria as defined and mutually agreed in Project Acceptance Test Plan (Task 3.0), including assignment of a defined Problem Severity "Priority" of 1 through 4 as specified in Project Acceptance Test Plan (Task 3.0).

D. Upon issuance of DISTRICT'S findings of initial functional testing, CONTRACTOR will correct any defects within 10 business days, unless granted additional time by DISTRICT. DISTRICT will then retest, on an item-by item basis, all functions for which a fix has been made.

E. At the conclusion of all functional performance testing, including successful resolution of Priority 1 and 2 issues, CONTRACTOR will issue a written summary of Functional Performance Testing. DISTRICT and CONTRACTOR will jointly determine whether the system is ready for LIVE use based upon the severity and number of problems that remain, if any. Any remaining problems will be prioritized by mutual AGREEMENT, including an anticipated resolution date.

F. DISTRICT and CONTRACTOR will then certify the system has been thoroughly tested and provide conditional acceptance for LIVE cutover purposes.

9.3 System Reliability Testing

A. Upon cutover to LIVE, DISTRICT and CONTRACTOR will monitor system reliability and performance during a System Reliability Thirty (30) Calendar Day Test Period (SRTP).

B. Unless mutually agreed all Priority 1 and 2 events during the SRTP shall be immediately resolved by CONTRACTOR.

C. CONTRACTOR will thoroughly document events and corrective actions for any Priority 1, 2 or 3 issues occurring during a SRTP.

D. Should there be a Priority 1 event during the SRTP, the thirty (30) day period shall be restarted.

E. Should there be a Priority 2 event during the SRTP, DISTRICT reserves the right to restart the SRTP. Should DISTRICT choose not to restart the SRTP, that specific Priority 2 event shall be deemed "restart waived". DISRTICT shall notify CONTRACTOR of such waiver(s) in writing. Regardless of restart decision, CONTRACTOR will still take immediate action to correct Priority 2 event.

F. If an SRTP is restarted, the new SRTP will begin immediately following successful resolution of the Priority 1 or 2 event, and DISTRICT will immediately advise CONTRACTOR in writing of the new SRTP.

G. The System Reliability Test will be deemed successful upon the following conditions:

An SRTP with:

No Priority 1 or 2 events; or

No Priority 1 event and any number of "restart waived" Priority 2 events

H. Upon completion of a successful SRTP, CONTRACTOR shall issue a final report certifying System Reliability, and DISTRICT shall issue a written certification of completion

Deliverable 9.1	**CONTRACTOR'S successful completion of initial Hardware, Operating System Component Test as defined in Sub Task 9.1**
Deliverable 9.2	**Successful completion of Functional Performance Test as defined in Sub Task 9.2, including certification of system readiness for cutover to LIVE.**
Deliverable 9.3	**Successful completion of System Reliability Test as defined in Task 9.3.**

Task 10.0 INSTALLATION OF GUI DESKTOP PCMSS

Should DISTRICT decide to pursue migration to GUI PCMSS Desktop software, as detailed in CONTRACTOR'S Project Implementation Plan, upon mutual AGREEMENT of DISTRICT readiness, CONTRACTOR will provide DISTRICT with GUI PCMSS software and facilitate installation on two (2) workstations.

Deliverable 10.0 **CONTRACTOR'S successful installation of GUI PCMSS as described in Task 10.0**

Task 11.0 PREPARATION AND DELIVERY OF DOCUMENTATION

CONTRACTOR will provide an addendum to the current System Management Guide for the new ALPHA CAD configuration. The addendum will describe the new configuration, devices and software installed via the ALPHA Migration Project. CONTRACTOR will provide one hard copy and one soft copy in Microsoft Word of the addendum to the System Management Guide.

Deliverable 11.0 **CONTRACTOR'S delivery of written documentation as described in Task 11.0**

Task 12.0 PROVISION OF TRAINING TO DISTRICT

CONTRACTOR will deliver to DISTRICT a minimum of the following training, which will be conducted on-site at DISTRICT'S Fire Command and Control Facility, during normal working hours, Monday through Friday:

A. One half-day "hands-on" System Manager Training covering the new ALPHA Server equipment, covering new system hardware configuration; basic troubleshooting and problem resolution methods; basic VMS commands; VMS backup and restore procedures; and

B. One full-day session of Train-the-Trainer User/Dispatcher instruction covering changes in Dispatch functions inherent with the GUI based Desktop PCMSS software; and

C. One full-day session of Programmer training on Desktop PCMSS installation and configuration, including a programmer's guide.

Deliverable 12.0 **CONTRACTOR'S delivery of training and described in Task 12.0.**

Task 13.0 PROVISION OF HP HARDWARE and SOFTWARE WARRANTY

Upon delivery of hardware and software as detailed in (Task 7.0) Delivery and Installation of Equipment/Hardware, CONTRACTOR will, provide a three (3) year "HP Priority Twenty Four (24) Bronze Service Package" on the ALPHA Server ES45. CONTRACTOR will provide DISTRICT with copy of this HP warranty coverage, as published by HP.

13.1 At a minimum, CONTRACTOR warrants this hardware maintenance will include

A. HP Priority 24 (Bronze) 24x7 hardware maintenance;

B. 4-hour on-site response by a named HP Engineer;

C. Coverage includes the ALPHAServer including all ES45 internal hardware components and external RAID controllers (HSG80).

13.2 At a minimum, CONTRACTOR warrants this software will include:

A. HP Priority 24 (Bronze) 24/7 software support;

B. 2-hour response by next available product specialist, M-F, 0800-1700 local time;

C. 24x7 electronic database access;

D. License subscription and consolidated software media distribution for OpenVMS and embedded layered products.

13.3 CONTRACTOR will provide for approval a list of equipment changes. DISTRICT will approve and so direct CONTRACTOR to implement changes as allowed in the Hardware and Software Maintenance SUB-AGREEMENT. CONTRACTOR will modify EXHIBIT D Hardware and Software Covered ITEMS, ITEM A, to reflect changes to the hardware inventory, including component level inventory and revised hardware warranty and maintenance coverage.

CONTRACTOR shall provide to DISTRICT, at no additional cost, confirmation of DISTRICT'S HP

Deliverable 13.0	**Priority 24 (Bronze) Service Package Hardware and Software Warranty coverage, as described in more detail in Task 13.0 and Sub Tasks 13.1 through 13.3.**

Task 14.0 ALPHA CAD SOFTWARE WARRANTY AND MAINTENANCE

CONTRACTOR will provide a full ninety (90) day warranty of the new ALPHA CAD software, for a period of ninety (90) days following System acceptance, as defined in Task 9.3. Thereafter, maintenance of the ALPHA CAD software shall be covered by the CAD Software Maintenance SUB-AGREEMENT of this CAD Master Maintenance AGREEMENT.

Deliverable 14.0 **CONTRACTOR'S delivery of ALPHA CAD software warranty and maintenance.**

Task 15.0 PROVISION OF SOFTWARE LICENSE

CONTRACTOR shall grant DISTRICT the right to use, maintain, and modify the ALPHA CAD and MSS software provided by CONTRACTOR under this AGREEMENT. As part of this licensing AGREEMENT, DISTRICT agrees not to sell or transfer the rights to the software to any third party. DISTRICT shall not allow any person, company, governmental agency, consulting firm, or any other entity to have access to the software provided hereunder, other than employees of DISTRICT who have a need to have access to such software in order for DISTRICT to utilize such software for the purposes set forth herein.

Deliverable 15.0 **CONTRACTOR shall license DISTRICT the right to use and modify the ALPHA CAD software provided under this AGREEMENT as more fully described in Task 15.0.**

Task 16.0 PROJECT ACCEPTANCE

Upon successful completion of all deliverables, CONTRACTOR will submit a final Monthly Project Report summarizing the Project. CONTRACTOR will also notify DISTRICT of project completion, presenting a formal Project Acceptance letter to DISTRICT for approval.

Deliverable 16.0 **CONTRACTOR'S final Monthly Project Report and Project Acceptance letter as described in TASK 16.0.**

PERFORMANCE LEVEL REQUIREMENTS SUB-AGREEMENT

35. PERFORMANCE LEVEL REQUIREMENTS

Should CONTRACTOR or any of its subcontractors fail to perform at the levels specified within this AGREEMENT, DISTRICT will so notify CONTRACTOR in writing. At DISTRICT'S sole discretion, DISTRICT may withhold payment according to the method referred to in EXHIBIT B, for specific and individual occurrences of failing to meet performance levels.

35.1. All work performed under this AGREEMENT shall be documented in accordance with NORTHROP GRUMMAN PUBLIC SAFETY, INC'S, Standard Operating Procedure.

PAYMENT RATES AND SCHEDULE SUB-AGREEMENT

There are two types of payment rates contained in this AGREEMENT. The payment rates are Hourly ON-DEMAND Maintenance Rates and Hardware and Software Maintenance Rates.

36. PAYMENTS

Upon receipt of properly completed invoice, DISTRICT shall pay CONTRACTOR in accordance with the following:

36.1. All payments made under this AGREEMENT shall not exceed budgeted rates reflected on EXHIBIT C – PROJECTED PAYMENT SCHEDULE. EXHIBIT C, Section II reflects the maximum payment allowable should the maximum adjustments be approved for specific maintenance/support during the term of this AGREEMENT.

36.2. CONTRACTOR shall invoice DISTRICT quarterly AFTER LAST DAY OF March, June, September and December. Each invoice shall be equal to one quarter of the total yearly charges for ITEMS A through C, inclusive, as specified in EXHIBIT C-PROJECTED PAYMENT SCHEDULE for HARDWARE AND SOFTWARE MAINTENANCE.

(1) Those ITEMS include the following:

(a) ITEM A Equipment on Hewlett Packard Maintenance

(b) ITEM B Software on NORTHROP GRUMMAN PUBLIC SAFETY, INC., Maintenance

(c) ITEM C Power Distribution on Maintenance

37. ANNUAL PRICE ADJUSTMENT FOR ON DEMAND MAINTENANCE

The following Board mandated DISTRICT policy will guide all Hourly ON-DEMAND price adjustments:

37.1. "The AGREEMENT (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the most recently published

percentage change for the 12-month period preceding the AGREEMENT anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in DISTRICT employee salaries, no cost of living adjustment will be granted."

38. ANNUAL PRICE ADJUSTMENT FOR HARDWARE AND SOFTWARE COVERED ITEMS MAINTENANCE

38.1. Due to the highly complex and technical environment required to support DISTRICT'S emergency dispatching and incident reporting operating environments and due to the automation industry's constantly evolving technology environment, maintenance of older systems becomes more costly each year. It is also important to realize that hardware component availability and requirements to maintain a knowledge base of the legacy equipment and systems contribute to escalating costs.

38.2. The DISTRICT and CONTRACTOR both acknowledge that the cost of providing hardware and software maintenance services will fluctuate over the term of this AGREEMENT, therefore:

38.2.1. Requests for such adjustments must be made in writing by April 1 of each year, to be effective July 1 of the same year.

38.2.2. Said price adjustments shall be negotiated between the parties.

38.2.3. Requests for increases shall include justification acceptable to the DISTRICT, to justify the increase. Both CONTRACTOR and DISTRICT shall have 30 days to accept or reject proposed pricing. Increases shall never be retroactive.

38.2.4. Subject to DISTRICT approval, the CONTRACTOR may receive an annual increase of 5% per ITEMS A, B and C per year as presently configured in the most recently amended EXHIBIT D: HARDWARE AND SOFTWARE COVERED ITEMS.

38.2.5. Proposed amended rates will be subject to written approval of the Fire Chief or his designee.

38.2.6. Should the DISTRICT not agree to pay any proposed increase, it shall have the right and option to terminate all or any part of this AGREEMENT by giving at least sixty (60) days advance written notice to CONTRACTOR pursuant to Section 49, Termination for

Convenience. Conversely, should DISTRICT not grant any proposed increase, CONTRACTOR shall have the right and option to terminate all or any part of this AGREEMENT date by giving at least sixty (60) days advance written notice to DISTRICT.

38.2.7. Requests for rate increases received after April 1 will become effective the (first) 1st day of the month which is no less than 90 days following the DISTRICT'S receipt of the proposed rate increase.

38.3. The DISTRICT reserves the right to permit the same rates of increase that are effective during the term of this AGREEMENT to apply during any month-to-month extension.

EXHIBIT A

RESPONSE TIME REQUIREMENTS

39. HARDWARE AND OPERATING SYSTEM SOFTWARE MAINTENANCE

The Hardware and Operating System Software listed in EXHIBIT D, ITEM A, will be maintained by Hewlett Packard Corporation under the terms of a standard Hewlett Packard maintenance AGREEMENT. The standard level of support purchased will provide for service on a 5 x 9 schedule (Mon-Fri, 8am to 5pm Pacific Time) with a four (4) hour response time.

For specified Hardware items listed in EXHIBIT D, ITEM A, an elevated level of support will be purchased to provide for service on a 7 x 24 schedule (7 days a week, 24 hours a day) with a four (4) hour response time. The items supported at the elevated service level will be purposefully selected to ensure that DISTRICT will always have at least one fully operational CAD system, or support personnel on-site working around the clock to repair failed components.

40. CAD SOFTWARE MAINTENANCE

EXHIBIT D, ITEM B, Software on NORTHROP GRUMMAN PUBLIC SAFETY, INC., Trifox and Oracle Maintenance will be maintained by CONTRACTOR'S Customer Service Group. Basic software service for non serious problems shall be provided within mutually agreeable timeframes on a 5 x 12 schedule (Mon-Fri, 5:30 am to 5:30pm). Emergency service for Serious System Problems, as described in the CAD SOFTWARE MAINTENANCE SUB-AGREEMENT, will be provided 24 hours a day, 7 days a week. For Serious System Problems CONTRACTOR will work to restore computer system operations 24 hours a day until the System is restored to operational status.

41. OTHER HARDWARE MAINTENANCE

Service for EXHIBIT D, ITEM A Equipment, the Power Distribution System, and ITEM B, Miscellaneous Equipment, will be provided on a 5 x 9 schedule (Mon-Fri, 8am to 5pm) with a 4-hour response time.

EXHIBIT B

PERFORMANCE REQUIREMENTS

42. CONTRACTOR/Subcontractors Unacceptable Performance

Should CONTRACTOR or Subcontractor fail to meet response time requirements, as defined in EXHIBIT A RESPONSE TIME REQUIREMENTS, DISTRICT is entitled to a decrease in CONTRACTOR'S invoice for the respective component. Said decrease will be equal to one-twelfth of the annual charge for the individual disabled component.

EXHIBIT C

PROJECTED PAYMENT SCHEDULE YEARLY SUMMARY – FY2003 - 2008

I. PROJECTED EXPENDITURES - WITHOUT INCREASES:						
	Period 1	Period 2	Period 3	Period 4	Period 5	
	07/01/2003	07/01/2004	07/01/2005	07/01/2006	07/01/2007	CONTRACT
SECTION	06/30/2004	06/30/2005	06/30/2006	06/30/2007	06/30/2008	TOTALS
ITEM A EQUIPMENT ON COMPAQ MAINTENANCE						
System Hardware	$74,705	$74,705	$74,705	$74,705	$74,705	$373,524
System Software	$3,718	$3,718	$3,718	$3,718	$3,718	$18,588
TOTAL ITEM A Maintenance	**$78,422**	**$78,422**	**$78,422**	**$78,422**	**$78,422**	**$392,112**
ITEM B SOFTWARE ON PRC MAINTENANCE						
CAD/Oracle/Trifox Software (No RMS)	**$36,725**	**$36,725**	**$36,725**	**$36,725**	**$36,725**	**$183,624**
ITEM C POWER DISTRIBUTION ON MAINTENANCE						
Power Distribution System	**$4,258**	**$4,258**	**$4,258**	**$4,258**	**$4,258**	**$21,288**
PROJECTED EXPENDITURES	**$119,405**	**$119,405**	**$119,405**	**$119,405**	**$119,405**	**$597,024**
CONTINGENCY BUDGET						
Unanticipated/ON-DEMAND Maintenance	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$750,000**
CAD ALPHA Upgrade	**$735,012**					**$735,012**
MAXIMUM ANNUAL EXPENDITURE:						
TOTALS	**$1,004,417**	**$269,405**	**$269,405**	**$269,405**	**$269,405**	**$2,082,036**
II. PROJECTED EXPENDITURES WITH MAXIMUM INCREASES:						
	07/01/2003	07/01/2004	07/01/2005	07/01/2006	07/01/2007	CONTRACT
SECTION	06/30/2004	06/30/2005	06/30/2006	06/30/2007	06/30/2008	TOTALS
ITEM A EQUIPMENT ON COMPAQ MAINTENANCE						
System Hardware	$78,440	$82,362	$86,480	$90,804	$95,344	$433,430
System Software	$3,903	$4,098	$4,303	$4,518	$4,744	$21,566
TOTAL ITEM A Maintenance	**$82,343**	**$86,460**	**$90,783**	**$95,322**	**$100,088**	**$454,996**
ITEM B SOFTWARE ON PRC MAINTENANCE						
CAD/Oracle/Trifox Software (No RMS)	**$38,561**	**$40,489**	**$42,513**	**$44,639**	**$46,871**	**$213,073**
ITEM C POWER DISTRIBUTION ON MAINTENANCE						
Power Distribution System	**$4,472**	**$4,695**	**$4,930**	**$5,176**	**$5,435**	**$24,708**
PROJECTED EXPENDITURES	**$125,376**	**$131,644**	**$138,226**	**$145,137**	**$152,394**	**$692,777**
CONTINGENCY BUDGET						
Unanticipated/ON-DEMAND Maintenance	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$750,000**
CAD ALPHA Upgrade	**$735,901**					**$735,901**
MAXIMUM ANNUAL EXPENDITURE:						
TOTALS	**$1,011,277**	**$281,644**	**$288,226**	**$295,137**	**$302,394**	**$2,178,678**

EXHIBIT D

HARDWARE AND SOFTWARE COVERED ITEMS

ITEM A

EQUIPMENT ON HEWLETT PACKARD MAINTENANCE

EXHIBIT D, Item A
Equipment on Digital Maintenance

EXHIBIT D
HARDWARE AND SOFTWARE COVERED ITEMS

Item #	DEC Item#	Model	s/n	DESCRIPTION	Service Level	Type of Service	Start Date	End Date	Max Cost 7/1/03-6/30/04	Max Cost 7/1/04-6/30/05	Max Cost 7/1/05-6/30/06	Max Cost 7/1/06-6/30/07	Max Cost 7/1/07-6/30/08
				MicroVAX 3100 System									
1.00	1.000	DV-31BTB-AA	WF95005502	MV3100/20 4MB RZ VMS 120 USA	DECService	9 h *5 days	7/1/03	*	$1,250	$1,313	$1,378	$1,447	$1,520
1.01	1.001	DL-DSRVF-BA	FG01171KP98	DECServer 300 W/SystemsA/Upgrade	DECService	9 h *5 days	7/1/03	*	$625	$656	$689	$724	$760
1.02	1.002	RZ23-EQ		104MB DRV/Factory VSAMV3100	DECService	9 h *5 days	7/1/03	*	$667	$700	$735	$772	$810
1.03	1.003	TZ30-EQ		Factory Installed TZ30	DECService	9 h *5 days	7/1/03	*	$722	$758	$796	$836	$878
1.04	12.005	SZ12CXA		RZ57 1.0GB DISK DRIVE	Basic Service	9 h *5 days	7/1/03	*	$1,403	$1,473	$1,547	$1,624	$1,705
				Terminals and Printers									
2.00	2.000	VT320-CA	HK01648635	Mono Amber Text Term USA	DECService	9 h *5 days	7/1/03	*	$167	$175	$184	$193	$203
2.01	2.001	VT320-CA	HK01648623	Mono Amber Text Term USA	DECService	9 h *5 days	7/1/03	*	$167	$175	$184	$193	$203
2.02	2.002	VT320-CA	HK01648626	Mono Amber Text Term USA	DECService	9 h *5 days	7/1/03	*	$167	$175	$184	$193	$203
2.03	2.003	VT320-CA	MED0110011	Mono Amber Text Term USA	DECService	9 h *5 days	7/1/03	*	$167	$175	$184	$193	$203
2.04	2.004	VT420-CA	TA4069816	Mono Amber Text Term USA	DECService	9 h *5 days	7/1/03	*	$111	$117	$123	$129	$135
2.06	2.006	VT420-CA	TA0371918	Mono Amber Text Term USA	DECService	9 h *5 days	7/1/03	*	$111	$117	$123	$129	$135
2.07	2.007	VT420-CA	TA0140289	Mono Amber Text Term USA	DECService	9 h *5 days	7/1/03	*	$111	$117	$123	$129	$135
2.08	2.008	LA75-CA	TV01310420	LA75 Ser Pr USA+CANADA	DECService	9 h *5 days	7/1/03	*	$333	$350	$368	$386	$405
2.10	2.010	LA100-BA	PNAW758	KSR Term W/Tractor US/120V	DECService	9 h *5 days	7/1/03	*	$583	$613	$643	$675	$709
2.11	2.011	LA100-BA	PNAW774	KSR Term W/Tractor US/120V	DECService	9 h *5 days	7/1/03	*	$583	$613	$643	$675	$709
2.12	2.012	LA100-BA	PNU7114	KSR Term W/Tractor US/120V	DECService	9 h *5 days	7/1/03	*	$583	$613	$643	$675	$709
2.13	2.013	LA210-AA	TA01014742	LA210 LTR PTR RO USA	DECService	9 h *5 days	7/1/03	*	$486	$511	$536	$563	$591
2.14	2.014	LN03-AA	R0351972 53	8PPM Laser Printer USA	DECService	9 h *5 days	7/1/03	*	$1,320	$1,386	$1,455	$1,528	$1,604
2.15	2.015	LN05-CA	CA14811905	Dec Laser 2100 printer	DECService	9 h *5 days	7/1/03	*	$417	$438	$459	$482	$507
2.16	2.016	VT420-CA	TA219L3011	Mono Amber Text Term USA	DECService	9 h *5 days	7/1/03	*	$111	$117	$123	$129	$135
2.19	2.017	LA100-PC	J9937	KSR Term W/Tractor US/120V	DECService	9 h *5 days	7/1/03	*	$583	$613	$643	$675	$709
2.17	7.009	LG01-DA		600LPM TEXT PRINTER RS232	DECService	9 h *5 days	7/1/03	*	$2,639	$2,771	$2,910	$3,055	$3,208
2.18	7.010	LG02-DA		600LPM TEXT GRAPHIC PTR RS232	DECService	9 h *5 days	7/1/03	*	$2,639	$2,771	$2,910	$3,055	$3,208
				DECServers									
3.00	7.011	DSRVF-BA		DS300 EIA/23 TRMSV 120V W/LIC	DECService	9 h *5 days	7/1/03	*	$597	$627	$659	$691	$726
3.01	5.010	DSRVP-AA		DS250 SVR PARSER 120V W/LIC	DECService	9 h *5 days	7/1/03	*	$542	$569	$597	$627	$659
3.02	5.002	DSRVS-CA		DECSERVER 550 RACKMOUNT 120V	DECService	9 h *5 days	7/1/03	*	$1,625	$1,707	$1,792	$1,881	$1,976
3.03	7.001	DSRVS-CA		DECSERVER 550 RACKMOUNT 120V	DECService	9 h *5 days	7/1/03	*	$1,625	$1,707	$1,792	$1,881	$1,976
3.04	6.001	DSRVS-CA		DECSERVER 550 RACKMOUNT 120V	DECService	9 h *5 days	7/1/03	*	$1,625	$1,707	$1,792	$1,881	$1,976
3.05	6.003	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.06	6.004	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.07	6.005	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.08	6.006	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.09	6.007	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.10	6.008	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.11	6.009	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.12	6.010	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.13	6.011	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.14	6.012	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.15	6.013	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.16	6.014	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.17	6.015	CXA16-AA		16LN MUX DEC 423-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.18	6.016	CXY08-AA		8LN MUX RS232 W/MC-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.19	6.017	CXY08-AA		8LN MUX RS232 W/MC-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.20	6.018	CXY08-AA		8LN MUX RS232 W/MC-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.21	6.019	CXY08-AA		8LN MUX RS232 W/MC-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.22	6.020	CXY08-AA		8LN MUX RS232 W/MC-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.23	6.021	CXY08-AA		8LN MUX RS232 W/MC-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
3.24	6.022	CXY08-AA		8LN MUX RS232 W/MC-BA21X	DECService	9 h *5 days	7/1/03	*	$320	$335	$352	$370	$388
				Network Equipment									
4.00	6.023	DEBET-AC		*LAN BRIDGE 150, LOCAL, 120V	DECService	9 h *5 days	7/1/03	*	$1,250	$1,313	$1,378	$1,447	$1,520

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* = contract start/end date unless otherwise noted

EXHIBIT D, Item A
Equipment on Digital Maintenance

EXHIBIT D
HARDWARE AND SOFTWARE COVERED ITEMS

Item #	DEC Item #	Model	s/n	DESCRIPTION	Service Level	Type of Service	Start Date	End Date	Max Cost 7/1/03-6/30/04	Max Cost 7/1/04-6/30/05	Max Cost 7/1/05-6/30/06	Max Cost 7/1/06-6/30/07	Max Cost 7/1/07-6/30/08
401	7 007	DELNI-BA		LOCAL NETWRK INTERCONNECT US	DECService	9 h * 5 days	7/1/03	*	$167	$175	$184	$193	$203
402	7 008	DELNI-BA		LOCAL NETWRK INTERCONNECT US	DECService	9 h * 5 days	7/1/03	*	$167	$175	$184	$193	$203
403	1 004	DELNI-BA	ASD1818954	LOCAL NETWRK INTERCONNECT US	DECService	9 h * 5 days	7/1/03	*	$167	$175	$184	$193	$203
				VAX 4105 Systems									
500	9 000	DV-41VAA-E3	KA515WTUE5B	Rackmount 4105A 64MB Base	DEC Sys Support	24 h * 7 days	7/1/03	*	$4,126	$4,332	$4,549	$4,776	$5,015
501	9 001	RF36-EN		1.6 GB 3.5" ISE/VAX 4000/Fac	DECService	24 h * 7 days	7/1/03	*	$1,097	$1,152	$1,210	$1,270	$1,334
502	9 002	RF36-EN		1.6 GB 3.5" ISE/VAX 4000/Fac	DECService	24 h * 7 days	7/1/03	*	$1,097	$1,152	$1,210	$1,270	$1,334
503	9 003	RRD43-EN		600MB CDROM EMBED 4100A	DECService	24 h * 7 days	7/1/03	*	$250	$263	$276	$289	$304
504	9 006	TL207-HF		8 GB Tape VAX4000-105	DECService	24 h * 7 days	7/1/03	*	$778	$817	$858	$901	$946
600	10 000	DV-41VAA-E3	KA506SUEJ3	Rackmount 4105A 64MB Base	DECNbde Svc	24 h * 7 days	7/1/03	*	$3,917	$4,113	$4,319	$4,535	$4,762
601	10 001	RF36-EN		1.6 GB 3.5" ISE/VAX 4000/FAC	DECService	24 h * 7 days	7/1/03	*	$1,097	$1,152	$1,210	$1,270	$1,334
602	10 003	RRD43-EN		600MB CDROM EMBED 4100A	DECService	24 h * 7 days	7/1/03	*	$250	$263	$276	$289	$304
603	10 006	TL207-HF		8 GB Tape VAX4000-105	DECService	24 h * 7 days	7/1/03	*	$778	$817	$858	$901	$946
700	12 000	DV-41VAA-E3	KA512VRAHB	Rackmount 4105A 64MB Base	DECNbde Svc	9 h * 5 days	7/1/03	*	$2,917	$3,063	$3,216	$3,377	$3,546
701	12 001	RF36-EN		1.6 GB 3.5" ISE/VAX 4000/FAC	DECService	9 h * 5 days	7/1/03	*	$764	$802	$842	$884	$929
702	12 003	RRD43-EN		600MB CDROM EMBED 4100A	DECService	9 h * 5 days	7/1/03	*	$167	$175	$184	$193	$203
703	12 004	TL207-HF		8 GB Tape VAX4000-105	DECService	9 h * 5 days	7/1/03	*	$542	$569	$597	$627	$659
				VAX 4105 External Disks									
800	9 004	2T-BA350-SF		RM BA350, FRONT MOUNT, W/	DECService	24 h * 7 days	7/1/03	*	$347	$365	$383	$402	$422
801	9 009	RZ28M-VA		2.1 Gb 3.5"DK in Mod Carrier	DECService	24 h * 7 days	7/1/03	*	$389	$408	$429	$450	$473
802	9 010	RZ28M-VA		2.1 Gb 3.5"DK in Mod Carrier	DECService	24 h * 7 days	7/1/03	*	$389	$408	$429	$450	$473
803	9 011	H8702		Unshld 81" CAB w/2 877-DB	DECService	24 h * 7 days	7/1/03	*	$389	$408	$429	$450	$473
804	9 012	BA35X-HA		131 W Univ AC in Power Sup	DECService	24 h * 7 days	7/1/03	*	$208	$219	$230	$241	$253
805	10 004	2T-BA350-SF		RM BA350, FRONT MOUNT, W/	DECService	24 h * 7 days	7/1/03	*	$167	$175	$184	$193	$203
806	9 005	HSD05-AA		HSD05 DSSI Array Cont 7 Dev	DECService	24 h * 7 days	7/1/03	*	$347	$365	$383	$402	$422
807	10 007	BA35X-HA		131 W Univ AC in Power Sup	DECService	24 h * 7 days	7/1/03	*	$292	$306	$322	$338	$355
808	10 008	RZ28M-VA		2.1 Gb 3.5"DK in Mod Carrier	DECService	24 h * 7 days	7/1/03	*	$167	$175	$184	$193	$203
809	10 009	RZ28M-VA		2.1 Gb 3.5"DK in Mod Carrier	DECService	24 h * 7 days	7/1/03	*	$389	$408	$429	$450	$473
811	10 010	RZ28M-VA		2.1 GB SCSI drive with 1 yr on site	DECService	24 h * 7 days	7/1/03	*	$389	$408	$429	$450	$473
812	10 011	RZ28M-VA		2.1 GB SCSI drive with 1 yr on site	DECService	24 h * 7 days	7/1/03	*	$389	$408	$429	$450	$473
813	10 012	RZ28M-VA		2.1 GB SCSI drive with 1 yr on site	DECService	24 h * 7 days	7/1/03	*	$389	$408	$429	$450	$473
814	10 013	RZ28M-VA		2.1 GB SCSI drive with 1 yr on site	DECService	24 h * 7 days	7/1/03	*	$389	$408	$429	$450	$473
815	10 014	HSD10-AA		HSD 10 DSSI Array Controller	DECService	24 h * 7 days	7/1/03	*	$389	$408	$429	$450	$473
816	10 015	TL209-VA		TL209 in SW snap in carrier	DECService	24 h * 7 days	7/1/03	*	$347	$365	$383	$402	$422
				VAX 4105 Reel-to-reel tape									
900	9 008	TE207-AA		1600/6250 Tape Rackmount SCSI	DECService	9 h * 5 days	7/1/03	*	$1,736	$1,823	$1,914	$2,010	$2,111
				RMS VAX 4500									
1000	14 000	DV-45J11-B9	KA220N5919	Vax 4000 Model 500 VMS	DECService	9 h * 5 days	7/1/03	*	$11,655	$12,238	$12,850	$13,492	$14,167
1001	14 001	RF31E-AA	VX21245551	381 MB, 5.25" DSSI ISA	DECService	9 h * 5 days	7/1/03	*	$445	$467	$490	$515	$540
1002	14 002	SF200-CA	SP22601110/	4 GB STORAGE ARRAY-50HZ	DECService	9 h * 5 days	7/1/03	*	$4,584	$4,813	$5,054	$5,307	$5,572
1003	14 003	RF72E-AA	KB21647688	1 GB 5.25" DSSI ISE/BAVXX FAC	DECService	9 h * 5 days	7/1/03	*	$986	$1,036	$1,087	$1,142	$1,199
1004	14 004	KFMSA-BA	AG222WRL48	ADAPTER-XMIT TO 7 DSSI BUSES	DECService	9 h * 5 days	7/1/03	*	$1,361	$1,429	$1,501	$1,576	$1,655
1005	14 005	TF85T-AA	SP22413739	TK85 TAPE W/LOADER, 18GB, 120V	DECService	9 h * 5 days	7/1/03	*	$4,765	$5,003	$5,253	$5,516	$5,792
1006	14 006	RF73E-AF		2GB DSSI drive	DECService	9 h * 5 days	7/1/03	*	$1,459	$1,532	$1,608	$1,689	$1,773
1007	14 007	RF73E-AF		2GB DSSI drive	DECService	9 h * 5 days	7/1/03	*	$1,459	$1,532	$1,608	$1,689	$1,773
1008	15 000	RF74-SA	KB12813650	3.5 GB DSSI DRIVE	DECService	9 h * 5 days	7/1/03	*	$1,867	$1,750	$1,838	$1,930	$2,026
1009	15 001	PA00X-B9		Expansion cabinet	DECService	9 h * 5 days	7/1/03		$445	$467	$490	$515	$540
1010	15 002	RF73-SA	KB23229813	2 U GB DSSI DRIVE	DECService	9 h * 5 days	7/1/03		$1,459	$1,532	$1,608	$1,689	$1,773
1011	15 003	RF73-SA	KB23834039	2 U GB DSSI DRIVE	DECService	9 h * 5 days	7/1/03		$1,459	$1,532	$1,608	$1,689	$1,773
1012	15 004	KFQSA-SA		ADAPTER-XMIT TO 7 DSSI BUSES	DECService	9 h * 5 days	7/1/03		$320	$335	$352	$370	$388
							Hardware Total		$87,155	$91,513	$96,089	$100,893	$105,938
							TOTAL after discount		$78,440	$82,362	$86,480	$90,804	$95,344
				Software									

* = contract start/end date unless otherwise noted

EXHIBIT D, Item A
Equipment on Digital Maintenance

EXHIBIT D
HARDWARE AND SOFTWARE COVERED ITEMS

	Item #	DEC Item #	Model	sfx	DESCRIPTION	Service Level	Type of Service	Start Date	End Date	Max Cost	Max Cost	Max Cost	Max Cost	Max Cost
										7/1/03-6/30/04	7/1/04-6/30/05	7/1/05-6/30/06	7/1/06-6/30/07	7/1/07-6/30/08
	12.00	11.000	QT-VWJ8A-C8		Condist Subscription Service	Condist		7/1/03		$2,860	$3,003	$3,154	$3,311	$3,477
	12.01	11.001	QT-8G1AA-KZ		Open VMS Full Doc Service	Media & Docu		7/1/03		$1,476	$1,550	$1,627	$1,708	$1,794
							Software Total			$4,336	$4,553	$4,781	$5,020	$5,271
							TOTAL after discount			$3,903	$4,098	$4,303	$4,518	$4,744
C					Changed coverage to 24 h * 7 days									
D					Deleted from contract									
N					New Item, this Exhibit E version									
								ITEM A TOTAL		$82,343	$86,460	$90,783	$95,322	$100,089

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* = contract start/end date unless otherwise noted

EXHIBIT D
HARDWARE AND SOFTWARE COVERED ITEMS
ITEM B

ITEM #	DEC ITEM# Model s/n	DESCRIPTION	Service Level	Start Date	End Date	FISCAL YEAR 7/1/03-6/30/04	7/1/04-6/30/05	7/1/05-6/30/06	7/1/06-6/30/07	7/1/07-6/30/08
1.00		**PRC CAD Software (No RMS)**	PRC	6/1/03	*	$24,121	$25,327	$26,594	$27,923	$29,319
2.00		**Oracle V6 Full Use s/w for MicroVAX 3100**	Oracle	6/1/03	*	$2,585	$2,714	$2,850	$2,992	$3,142
3.00		**Oracle V6 Run-time license for VAX 4000-500**	Oracle	6/1/03	*	$6,360	$6,678	$7,012	$7,362	$7,730
4.00		**Trifox Development Software for Oracle V6**	Trifox	6/1/03	*	$5,495	$5,770	$6,058	$6,361	$6,679
5.00		**ON-DEMAND Maintenance**	PRC	6/1/03		(a)	(a)	(a)	(a)	(a)
				TOTAL		**$38,561**	**$40,489**	**$42,513**	**$44,639**	**$46,871**

(a) variable based on as-needed hourly service;
funded via annual Contingency Budget

EXHIBIT D
HARDWARE AND SOFTWARE COVERED ITEMS
ITEM C

ITEM #	Model	Serial #	DESCRIPTION	Service Level	Type of Service	Start Date	End Date	FISCAL YEAR 7/1/03-6/30/04	7/1/04-6/30/05	7/1/05-6/30/06	7/1/06-6/30/07	7/1/07-6/30/08
			Power Distribution System									
			MAINTAINED BY S&J SALES									
1	7200C		30KVA Power Center	PRC	9 h * 5 days	6/1/03	*	$1,907	$2,003	$2,103	$2,208	$2,318
2	7200C		39KVA Power Center	PRC	9 h * 5 days	6/1/03	*	$1,907	$2,003	$2,103	$2,208	$2,318
			MAINTAINED BY Power Maintenance Corporation									
3	Pwr Tech		Best Pwr Tech UPS system	PRC	9h*5days	6/1/03	*	$657	$690	$724	$760	$798
						TOTAL		**$4,472**	**$4,695**	**$4,930**	**$5,176**	**$5,435**

CAD MASTER MAINTENANCE AGREEMENT

EXHIBIT E

ALPHA Migration Rates & Products

ITEM #	Model Number	Description	Qty	Unit Price	Total Price
1	YT-CSSIT-01	CSS HW Integ & test per cab	1	$2,809.13	$2,809.13
2	H9A15-ZB	Base Cab,2M,Black	1	$2,408.09	$2,408.09
3	H9C15-ZE	Ext Kit, Rear, H9A15, Black	1	$281.48	$281.48
4	H9C15-ZF	Front Door Kit, for H9A15-ZB	1	$481.99	$481.99
5	H7600-EB	PDU, 240V, 16A, C13, L6-20P	2	$281.48	$562.95
6	DY-66DBA-BA	ES45 68/1000 M1B 1GB OVMS	2	$34,937.10	$69,874.20
7	BA61R-CR	ES45 RCK KIT M-SERIES CARBON	2	$401.98	$803.95
8	3X-H7514-AA	ES45 Model B 1085W Power Sply	4	$1,003.53	$4,014.11
9	BA610-6D	DS20e/ES40 6-SLOT DRIVE CAGE	2	$602.49	$1,204.99
10	3X-KZPCA-AA	1 CH WIDE ULTRA-2(LVD) ADAPT	2	$305.01	$610.02
11	3R-A3848-AA	18GB 15K U320 UNI HDD	4	$393.50	$1,574.01
12	DEGPA-TA	PCI to 10/100/1000 UTP Ethnet	2	$879.26	$1,758.53
13	DS-KGPSA-DA	PCI-FIBRE CH HBA 2GB ALPHA	2	$2,979.52	$5,959.04
14	221692-B22	5m SW LC/LC FC Cable ALL 5m LC-LC cable kit	2	$88.49	$176.98
15	CCMAB-AA	PCI MC Cluster Controller	2	$2,400.56	$4,801.12
16	BN39B-04	4 Meter Cable for CCMAB	1	$281.48	$281.48
17	3R-A2780-AA	20/40-GB DAT HP ALL	2	$1,641.80	$3,283.59
18	3X-KZPCA-AA	1 CH WIDE ULTRA-2(LVD) ADAPT	2	$305.01	$610.02
19	BN38C-03	3M VHDCI to 68HD Cable Assy	2	$100.73	$201.46
20	SN-PBXGF-AB	3DLab Oxgen VX1 32MB PCI Grap	2	$253.24	$506.47
21	221546-001	TFT5600 RKM Integrated keyboard and Monitor	1	$2,971.99	$2,971.99
22	2T-QH915-03	Rail Extension Kit, 3U	2	$90.37	$180.75
23	3R-A0716-AA	4 Port Switchbox	1	$1,127.79	$1,127.79
24	3R-A0719-AA	KVM Console Cable, 12	2	$86.61	$173.22
25	2T-H7085-GU	Virtual Keyboard Cbl for UNIX	2	$158.15	$316.31
26	BN35S-4E	Power Cord, C13 to C14, 4.5M	10	$10.36	$103.55
27	DS-SE2ZS-C8	CONTROLLER SHELF FOR HSG80	1	$4,865.14	$4,865.14
28	DS-HSG80-BK	CONTROLLER W/O ECB CABLE KIT	2	$10,856.18	$21,712.36
29	DS-SE2CS-CB	MODEL 2200 ECB	2	$456.58	$913.15
30	DS-DSGGD-AC	STRGWRKS SAN Switch 2/8-E	2	$6,848.66	$13,697.32

ITEM #	Model Number	Description	Qty	Unit Price	Total Price
31	221470-B21	2Gb SFF-SW Trncvr Kit ALL 2GB Small Form Pluggable Adapter Kit	6	$449.05	$2,694.28
32	221692-B21	2m SW LC/LC FC Cable ALL 2m LC-LC cable kit	4	$82.84	$331.37
33	BN37A-03	ULTRA 68VHD 3M CABLE ASSBLY	4	$112.97	$451.87
34	279807-B21	ACS 8.7 Platform Kit (OpenVMS)	1	$602.49	$602.49
35	235094-B24	ACS ALL 8.7-2G LIC/PCM PK	2	$3,211.10	$6,422.21
36	DS-SL13R-BA	MOD 4354R US ULT3 RKMT DU BUS	2	$3,770.29	$7,540.58
37	3R-A3848-AA	18GB 15K U320 UNI HDD	14	$393.50	$5,509.05
		HP Software & Services			
38	QA-MT1AA-H8	OVMS ALPHA Bin+Onlin DOC CDRM	1	$290.89	$290.89
39	QA-03XAA-H8	SW LP PKG V/A DOC/CDRM	1	$859.49	$859.49
40	QL-MT3AA-3E	OpenVMS CONC 8 LIC	2	$1,727.46	$3,454.92
41	QL-MUZAE-AA	VMScluster V/A TRAD LIC	2	$12,809.58	$25,619.16
42	QL-2A1AE-AA	Vol Shadow V/A TRAD LIC	2	$1,820.66	$3,641.32
43	QL-0JUAE-AA	CPQ COBOL V/A TRAD LIC	1	$6,193.45	$6,193.45
44	FP-F02EB-36	3Y ES45 M2 PRTY 24	1	$21,448.77	$21,448.77
45	FP-F22EB-36	3Y ES45 M2 PRTY 24	1	$15,926.54	$15,926.54
46	FP-S1212-36	3YR SOFTWARE LP SERVICE	1	$10,039.05	$10,039.05
47	FP-FINST-EB	INSTALL ES45 M2	2	$474.46	$948.93
48	FM-C9724-36	3YR 24X7/4HR, HSG80 W/CACHE	2	$2,674.51	$5,349.01
49	FP-CS205-36	3Y STOR P24 $25K-$29,999 IP	1	$5,503.40	$5,503.40
		Total without Tax:			**$271,092**
		Tax @8.25%			**$22,365**
		Total with Tax:			**$293,457**

Northrop Grumman PSI Labor Services:

Deliverable	Estimated Week of Delivery	Maximum Fixed Price
1.0 Project Implementation Plan	Week 4	$17,926
2.0 Project Schedule	Week 4	$17,926
3.0 Project Acceptance Test Plan	Week 4	$17,926
4.0 Project Cutover Plan	Week 4	$17,926
5.0 Site Preparation Requirements	Week 4	$25,000
6.0 Monthly Status Reports	Monthly	$6,000
8.0 System Software Development		
8.1 Installing CAD	Week 14	$122,748
8.2 Installing Interfaces	Week 18	$63,234
9.0 System Acceptance Testing		
9.1 HW Acceptance	Week 13	$20,252
9.2 CAD Functional Test/Go live	Week 24	$40,503
9.3 Reliability Test	Week 30	$20,252
10.0 Installation of GUI Desktop	Week 14	$18,734
11.0 Documentation		
12.0 Training	Week 24	$4,017
13.0 Hardware/Software Warranty		
14.0 ALPHA CAD Warranty		
15.0 Software License		
16.0 Project Acceptance	Week 30	
TOTAL FIXED PRICE		$392,444

Payment Schedule

Deliverable	Estimated Week of Invoice	Maximum Fixed Price	Retention	Deliverable Payment
1.0 Project Implementation Plan	Week 4	$17,926	$1,793	$16,133
2.0 Project Schedule	Week 4	$17,926	$1,793	$16,133
3.0 Project Acceptance Test Plan	Week 4	$17,926	$1,793	$16,133
4.0 Project Cutover Plan	Week 4	$17,926	$1,793	$16,133
5.0 Site Preparation Requirements	Week 4	$25,000	$2,500	$22,500
6.0 Monthly Status Reports	Week 24	$6,000	$600	$5,400
7.0 Hardware Delivery	Week 12	$293,457		$293,457
8.0 System Software Development				
8.1 Installing CAD	Week 14	$122,748	$12,275	$110,473
8.2 Installing Interfaces	Week 18	$63,234	$6,323	$56,911
9.0 System Acceptance Testing				
9.1 HW Acceptance	Week 13	$20,252	$2,025	$18,227
9.2 CAD Functional Test/Go live	Week 24	$40,503	$4,050	$36,453
9.3 Reliability Test	Week 30	$20,252	$2,025	$18,227
10.0 Installation of GUI Desktop	Week 14	$18,734	$1,873	$16,861
11.0 Documentation				Included in 16.0
12.0 Training	Week 24	$4,017	$402	$3,615
13.0 Hardware/Software Warranty				Included in 16.0
14.0 ALPHA CAD Warranty				Included in 16.0
15.0 Software License				Included in 16.0
16.0 Project Acceptance	Week 30			$39,245
TOTAL FIXED PRICE		$685,901	$39,245	$685,901

CONSOLIDATED FIRE PROTECTION DISTRICT/NORTHROP GRUMMAN
PUBLIC SAFETY, INC.
CAD MASTER MAINTENANCE AGREEMENT

EXHIBIT F

WORK AUTHORIZATION

WORK AUTHORIZATION

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGESLES COUNTY INFORMATION MANAGEMENT DIVISION 5815 Rickenbacker Road Commerce, CA 90040 (323) 890-4147	P. MICHAEL FREEMAN FIRE CHIEF FORESTER & FIRE WARDEN Work Estimate/Authorization

CONTRACTOR: NORTHROP GRUMMAN PUBLIC SAFETY, INC. Attention: Project Director 12005 Sunrise Valley Drive Reston, VA 20191-3404	DATE: BOARD AGREEMENT NO: WORK ESTIMATE NO:

ITEMIZED LIST OF TASKS (see attached for details)

DELIVERABLE (Itemized List of Requested Deliverables)	Line ITEM Number	APPROVED FOR PAYMENT (Each Line ITEM will be individually approved)
	☐	Line ITEM Approval: _____
	☐	Line ITEM Approval: _____
	☐	Line ITEM Approval: _____

CONTRACTOR INSTRUCTIONS

Please attach proposal to this form.

1. **DISTRICT'S REQUEST FOR WORK ASSIGNMENTS**

Upon receipt of this work authorization, CONTRACTOR is authorized to provide a Cost Estimate and proposal for the work described.

Proposal Estimate

☐ FIXED RATE ☐ HOURLY RATE

Proposed hours _____ at $_____ not to exceed _____ billable hours.

Authorized CONTRACTOR'S Name Authorized CONTRACTOR'S Signature Date

2. **DISTRICT'S APPROVAL OF WORK AUTHORIZATION**

Michal Ashley, Project Manager, Consolidated Fire Protection District Date

Approval indicates the prices and specifications are acceptable to both CONTRACTOR and District.

Upon DISTRICT'S approval, CONTRACTOR is authorized to proceed with the work for the price indicated.

3. **DISTRICT'S ACCEPTANCE OF WORK**

Janette Parker, DISTRICT Project Director Date **Line ITEM(S)** Accepted and Approved for Payment

DISTRICT'S acceptance of Work or Deliverable indicates CONTRACTOR shall submit invoices in accordance with AGREEMENT for the amount indicated in Section 1.

CONSOLIDATED FIRE PROTECTION DISTRICT/NORTHROP GRUMMAN
PUBLIC SAFETY, INC.
CAD MASTER MAINTENANCE AGREEMENT

EXHIBIT G

ADDITIONAL TERMS AND CONDITIONS

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, are incorporated into and form a part of, the AGREEMENT. Capitalized terms not otherwise defined in this EXHIBIT G shall have the meanings given to such terms in the body of the AGREEMENT.

43. CONFIDENTIALITY.

43.1. General. CONTRACTOR shall maintain the confidentiality of all records and information, including the terms and conditions of the AGREEMENT, events or circumstances which occur during the course of CONTRACTOR'S performance under the AGREEMENT, billings, DISTRICT records, patient records, and other information, in accordance with all applicable federal, state, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. In addition, CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in DISTRICT'S computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by DISTRICT, without DISTRICT'S prior written consent. CONTRACTOR shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the AGREEMENT. CONTRACTOR shall provide to DISTRICT an executed CONTRACTOR'S Employee Acknowledgment, Confidentiality & Assignment of Rights (EXHIBIT H to the AGREEMENT) for each of its employees performing Work under the AGREEMENT. CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT Indemnitees from and against any and all liability, including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting or professional fees), arising from any unauthorized disclosure of such records and information by CONTRACTOR, its directors, officers, shareholders, employees, agents, or subcontractors.

43.2. Disclosure of Information.

43.2.1. With respect to any identifiable information concerning any person that is obtained by CONTRACTOR or any other records and information, CONTRACTOR shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the AGREEMENT; (2) promptly transmit to DISTRICT all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by the AGREEMENT, any such records or information to any person or organization other than DISTRICT without DISTRICT'S prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of the AGREEMENT, return all such records and information to DISTRICT or maintain such records

and information according to the written procedures sent to CONTRACTOR by DISTRICT for this purpose.

43.2.2. Without limiting the generality of Subparagraph 43.2.1 of this EXHIBIT, in the event CONTRACTOR receives any court or administrative agency order, service of process, or request by any person or entity (other than CONTRACTOR'S professionals) for disclosure of any such details, CONTRACTOR shall immediately notify DISTRICT Project Director. Thereafter, CONTRACTOR shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, CONTRACTOR shall delay such compliance and cooperate with DISTRICT to obtain relief from such obligations to disclose until DISTRICT shall have been given a reasonable opportunity to obtain such relief.

43.3. Use of DISTRICT Name. In recognizing CONTRACTOR'S need to identify its services and related clients to sustain itself, DISTRICT shall not inhibit Contractor from publishing its role under the AGREEMENT within the following conditions:

43.3.1. CONTRACTOR shall develop all publicity material in a professional manner.

43.3.2. During the Term, CONTRACTOR shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of DISTRICT without the prior written consent of DISTRICT Project Director, which shall not be unreasonably withheld or delayed.

43.3.3. CONTRACTOR may, without the prior written consent of DISTRICT, indicate in its proposals and sales materials that it has been awarded the AGREEMENT with DISTRICT, provided that the requirements of this Subparagraph 43.3 shall apply.

43.3.4. Notwithstanding anything herein to the contrary, DISTRICT reserves the right to object to any use of DISTRICT'S name and CONTRACTOR shall cure promptly and prospectively any use of DISTRICT'S name that has been objected to by DISTRICT.

43.4. Injunctive Relief. CONTRACTOR acknowledges that a breach by CONTRACTOR of this Paragraph 43 (Confidentiality) may result in irreparable injury to DISTRICT that may not be adequately compensated by monetary damages, and that, in addition to DISTRICT'S other rights under the AGREEMENT and at law and in equity, DISTRICT shall have the right to injunctive relief to enforce the provisions of this Paragraph 43 (Confidentiality).

44. NON-PAYMENT FOR SERVICES FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT.

44.1. CONTRACTOR shall have no claim against DISTRICT for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this AGREEMENT. Should CONTRACTOR receive any such payment it shall immediately notify

DISTRICT and shall immediately repay all such funds to DISTRICT. Payment by DISTRICT for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of DISTRICT'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this AGREEMENT.

45. BUDGET REDUCTIONS.

45.1. In the event that the County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County AGREEMENTS, the DISTRICT reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under this AGREEMENT. The DISTRICT'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within **30** calendar days of the Board's approval of such actions. The CONTRACTOR shall promptly enter into discussions to reach mutual AGREEMENT upon payment reductions described in the first sentence of this subsection 45.1. In the event the parties reach mutual AGREEMENT upon such payment reductions, such payment reductions will be effective during each DISTRICT fiscal year agreed to. In the event the parties cannot reach AGREEMENT on the payment reduction, the proposed payment reductions will not take effect, however, the DISTRICT may terminate this AGREEMENT pursuant to Section 49, Termination for Convenience. The CONTRACTOR shall continue to provide all of the services set forth in this AGREEMENT prior to termination or expiration of this AGREEMENT.

46. LIMITATION OF DISTRICT OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS.

Notwithstanding any other provisions of this AGREEMENT, the DISTRICT shall not be obligated for the CONTRACTOR" performance hereunder or by any provision of this AGREEMENT during any of the DISTRICT'S future fiscal years unless and until the DISTRICT'S Board of Supervisors appropriates funds for this AGREEMENT in the DISTRICT'S Budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The DISTRICT shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

47. TERMINATION FOR INSOLVENCY.

47.1. DISTRICT may terminate the AGREEMENT immediately at any time following the occurrence of any of the following:

47.1.1. CONTRACTOR has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the United States Bankruptcy Code, provided that CONTRACTOR shall not be deemed

insolvent if it has ceased in the normal course of business to pay debts that CONTRACTOR disputes in good faith;

47.1.2. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding CONTRACTOR under the United States bankruptcy code;

47.1.3. The appointment of a receiver or trustee for CONTRACTOR; or

47.1.4. The execution by CONTRACTOR of a general assignment for the benefit of creditors.

47.2. The rights and remedies of DISTRICT provided in this Paragraph 47 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the AGREEMENT.

47.3. CONTRACTOR agrees that if CONTRACTOR as a debtor-in-possession, or if a trustee in bankruptcy, rejects the AGREEMENT, DISTRICT may elect to retain its rights under the AGREEMENT, as provided under section 365(n) of the United States Bankruptcy Code (11 USC Section 365(n)). Upon written request by DISTRICT to CONTRACTOR or the trustee in bankruptcy, as applicable, CONTRACTOR or such trustee shall allow DISTRICT to exercise all of its rights and benefits under the AGREEMENT and the License including the right to continued use of all versions of the Software, the Integrated System Source Code, and the related Documentation, and shall not interfere with the rights and benefits of DISTRICT as provided therein. The foregoing shall survive the termination or expiration of the AGREEMENT for any reason whatsoever.

48. TERMINATION FOR DEFAULT.

48.1. Event of Default. DISTRICT may, upon notice to CONTRACTOR, terminate the whole or any part of the AGREEMENT in any one of the following circumstances:

48.1.1. If CONTRACTOR fails to perform or provide any Task, subtask, Deliverable, goods, service, or other Work within the times specified in the AGREEMENT, or CONTRACTOR breaches or fails to perform or comply with any of the other provisions of the AGREEMENT, including the applicable notice and cure periods, if any (if no cure period is specified in the AGREEMENT, CONTRACTOR shall have ten (10) days following notice from DISTRICT Project Director specifying such breach or failure to cure prior to termination under this Paragraph 48 (Termination for Default), or such longer period as DISTRICT Project Director may authorize, in writing, but in no event shall the period, as extended by DISTRICT Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 48.1.1 shall in any way limit or modify any rights of DISTRICT or obligations of CONTRACTOR relating to timely performance by CONTRACTOR as otherwise set forth in the AGREEMENT; or

48.1.2. In respect of Maintenance Services, immediately upon notice to CONTRACTOR, if on two separate occasions in any single calendar month,

or more than four times in the aggregate, during the Term, CONTRACTOR fails to timely correct any Deficiency pursuant to the service level schedule set forth in this **AGREEMENT.**

48.2. Deemed Termination for Convenience. If, after DISTRICT has given notice of termination under the provisions of this Paragraph 48 (Termination for Default), it is determined by DISTRICT or otherwise that CONTRACTOR was not in default under the provisions of this Paragraph 48 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 48 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience) of this EXHIBIT except that no additional notice shall be required to effect such termination.

48.3. Completion of Work. Without limiting any of DISTRICT'S rights and remedies pursuant to the AGREEMENT, upon the occurrence of any event giving rise to DISTRICT'S rights to terminate the AGREEMENT, in whole or in part, pursuant to this Paragraph 48 (Termination for Default), DISTRICT may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy any Deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit CONTRACTOR therefore at DISTRICT'S direct actual cost of outside labor and materials and DISTRICT'S burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by DISTRICT to CONTRACTOR under the AGREEMENT. In the event DISTRICT elects to proceed under this Subparagraph 48.3, any Work created, modified, or repaired by or at the direction of DISTRICT (including software) shall be deemed Work under the AGREEMENT, and CONTRACTOR'S obligations in respect of Maintenance Services shall extend to such Work as if such Work had been prepared and delivered to DISTRICT by CONTRACTOR. DISTRICT shall provide CONTRACTOR such documentation in DISTRICT'S possession or control as reasonably requested by CONTRACTOR as is necessary for CONTRACTOR to provide Maintenance Services in respect of such Work. Nothing in this Subparagraph 48.3 is intended to give the DISTRICT the right to take any actions with respect to the Software which is prohibited by the License under the AGREEMENT.

49. TERMINATION FOR CONVENIENCE.

49.1. The AGREEMENT may be terminated, in whole or in part from time to time, by DISTRICT in its sole discretion for whatever reason. Termination of Work hereunder shall be effected by delivery to CONTRACTOR of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination become effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

49.2. Nothing in this Paragraph 49 (Termination for Convenience) is deemed to prejudice any right of CONTRACTOR to make a claim against DISTRICT in accordance with applicable law and DISTRICT procedures for payment for Work performed through the effective date of termination. CONTRACTOR, however, acknowledges that the

rights and remedies set forth in this Subparagraph 49.2 shall be the only remedy available to CONTRACTOR in the event of a termination pursuant to this Paragraph 49 (Termination for Convenience) by DISTRICT.

50. EARLY TERMINATION BY CONTRACTOR.

50.1. If DISTRICT abuses this AGREEMENT because of incompetent or untrained operators, or violates any terms or conditions of this AGREEMENT, CONTRACTOR will notify DISTRICT in writing of its intent to terminate this AGREEMENT for cause, with the cause(s) specifically identified. DISTRICT will have thirty (30) days to correct the cause(s), and if the corrections are not made, CONTRACTOR will have the right to terminate this AGREEMENT.

50.2. DISTRICT will cease using the Software immediately upon termination. Within thirty (30) days after termination, for any reason, DISTRICT will furnish CONTRACTOR an affidavit certifying that the original and all copies, in whole or in part, of the Software have been returned to CONTRACTOR or destroyed by DISTRICT.

51. TERMINATION FOR IMPROPER CONSIDERATION.

51.1. DISTRICT may, upon notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under the AGREEMENT if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any DISTRICT officer, employee or agent with the intent of securing the AGREEMENT or securing favorable treatment with respect to the award, amendment or extension of the AGREEMENT or the making of any determinations with respect to CONTRACTOR'S performance pursuant to the AGREEMENT. In the event of such termination, DISTRICT shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

51.2. CONTRACTOR shall immediately report any attempt by a DISTRICT officer or employee to solicit such improper consideration. The report shall be made either to DISTRICT manager charged with the supervision of the employee or to DISTRICT Auditor-Controller's employee fraud hotline at (213) 974-0914 or (800) 544-6861.

51.3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

52. TERMINATION FOR GRATUITIES.

DISTRICT may, by notice to CONTRACTOR, terminate the right of CONTRACTOR to proceed under the AGREEMENT upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer, employee, or agent of DISTRICT with a view toward securing a AGREEMENT or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such AGREEMENT. In the event of such termination, DISTRICT shall be entitled to pursue the

same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

53. EFFECT OF TERMINATION.

53.1. Remedies. In the event that DISTRICT terminates the AGREEMENT in whole or in part as provided in Paragraph 47 (Termination for Insolvency), Paragraph 48 (Termination for Default), Paragraph 49 (Termination for Convenience), or Paragraph 51 (Termination for Improper Consideration) of the AGREEMENT, then:

53.1.1. CONTRACTOR shall (i) stop performing Work under the AGREEMENT on the date and to the extent specified in such notice, (ii) promptly transfer and deliver to DISTRICT copies of all Software and all other completed Work and Work in process, in a media reasonably requested by DISTRICT, (iii) promptly transfer and deliver to DISTRICT all System Hardware, if any, and (iv) complete performance of such part of the Work as shall not have been terminated by such notice;

53.1.2. the License and associated rights thereunder granted to DISTRICT shall continue in perpetuity, including DISTRICT'S right to exercise the rights granted to it pursuant to Subparagraph 53.1.6 of the AGREEMENT;

53.1.3. unless DISTRICT has terminated the AGREEMENT pursuant to Paragraph 49 (Termination for Convenience) of the AGREEMENT Exhibit G, DISTRICT shall have the right to procure, upon such terms and in such a manner as DISTRICT may determine appropriate, goods, services, and other Work, similar to those so terminated, and CONTRACTOR shall be liable to DISTRICT for, and shall promptly pay to DISTRICT by cash payment, any and all excess costs incurred by DISTRICT, as determined by DISTRICT, to procure and furnish such similar goods, services, and other Work;

53.1.4. CONTRACTOR shall promptly return to DISTRICT any and all of DISTRICT'S confidential information that relates to that portion of the AGREEMENT or Work terminated by DISTRICT;

53.1.5. CONTRACTOR shall promptly tender payment to DISTRICT, and shall continue to tender payment, for the duration of any Liquidated Damages levied pursuant to Paragraph 58 (Liquidated Damages) of the AGREEMENT, to the extent applicable; and

53.1.6. CONTRACTOR and County shall continue the performance of the AGREEMENT to the extent not otherwise terminated.

53.2. Remedies Not Exclusive. The rights and remedies of DISTRICT set forth in this Paragraph 53 (Effect of Termination) are not exclusive of any other rights and remedies available to DISTRICT at law or in equity, or under the AGREEMENT.

54. WARRANTY AGAINST CONTINGENT FEES.

54.1. CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure the AGREEMENT upon any AGREEMENT or

understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

54.2. For breach of this warranty, DISTRICT shall have the right to terminate the AGREEMENT and, in its discretion, deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

55. AUTHORIZATION WARRANTY.

CONTRACTOR hereby represents and warrants that the person executing the AGREEMENT for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

56. INJURY & ILLNESS PREVENTION PROGRAM (IIPP).

CONTRACTOR shall be required to comply with the State of California's Cal OSHA'S regulations. Section 3202 of the Title 8 in the California Code of Regulations requires all California employers to have a written effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the Program.

57. INDEMNIFICATION AND INSURANCE.

57.1. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT, and its elected and appointed officers, employees, and agents (the "DISTRICT Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) in any way arising from or connected with CONTRACTOR'S **negligent** acts and/or omissions arising from and/or relating to this AGREEMENT. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this Paragraph 57 (Indemnification and Insurance) shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by DISTRICT in writing, which approval shall not be unreasonably withheld or delayed. CONTRACTOR shall not, however, without DISTRICT'S prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against CONTRACTOR and/or DISTRICT Indemnitees, which monetary judgment shall not exceed CONTRACTOR'S ability to pay and which shall be paid by CONTRACTOR.

57.2. Insurance. Without limiting CONTRACTOR'S obligations of indemnification and defense of DISTRICT Indemnitees, CONTRACTOR shall provide and maintain at its own expense during the Term, and shall require all of its subcontractors to maintain, the following programs of insurance covering its operations under the AGREEMENT, as specified in this Paragraph 57. Such insurance shall be provided by insurer(s) satisfactory to DISTRICT'S risk manager, and shall be primary to and not contributing with any other insurance or self-insurance programs maintained by DISTRICT. Certificates or other evidence of coverage satisfactory to DISTRICT'S

risk manager, and evidence of such programs satisfactory to DISTRICT, shall be delivered to DISTRICT'S:

Consolidated Fire Protection District of Los Angeles County
Attention: Janette Parker, Chief
Information Management Division
5815 Rickenbacker Road
Commerce, CA 90040

on or before the execution of the AGREEMENT by the Board. Such certificates or other evidence shall:

57.2.1. specifically identify the AGREEMENT;

57.2.2. clearly evidence all coverages required in the AGREEMENT;

57.2.3. contain express conditions that DISTRICT is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following CONTRACTOR'S first receipt of notice of modification in the event CONTRACTOR receives less than thirty (30) days advance notice of such modification;

57.2.4. include copies of the additional insured endorsement to the commercial general liability policy, naming all DISTRICT Indemnitees as insureds for all activities arising from the AGREEMENT; and

57.2.5. identify any deductibles or self-insured retentions for DISTRICT'S approval. DISTRICT retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the DISTRICT Indemnitees, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

57.3. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to DISTRICT with an A.M. Best rating of not less than A:VII, unless otherwise approved by DISTRICT.

57.4. Insurance Coverage Requirements for Subcontractors. Without limiting CONTRACTOR'S indemnification obligations under the AGREEMENT in respect of subcontractors, CONTRACTOR shall ensure any and all subcontractors performing services under the AGREEMENT meet the insurance requirements of the AGREEMENT either by:

57.4.1. CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

57.4.2. CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. DISTRICT retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

57.5. Liability. Such insurance shall consist of:

57.5.1. General liability insurance (written on ISO policy form CG 00 01 or its equivalent) endorsed specifically for products/completed operations, personal injury, and advertising injury, with a combined single limit of not less than two million dollars ($2,000,000) per occurrence. If written with an annual aggregate limit, the above insurance policy limit shall be five (5) times the above required occurrence limit. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the AGREEMENT.

57.5.2. Professional liability insurance covering any liability arising from any error, omission, commission, negligent, or wrongful act of CONTRACTOR, its officers, agents, employees, or subcontractors, in the performance of Work hereunder, with a combined single limit of not less than two million dollars ($2,000,000) per occurrence. Such insurance shall also cover actual or alleged infringement of any patent, copyright, or other rights of any third party, or any actual or alleged trade secret disclosure or misappropriation. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the AGREEMENT.

57.5.3. Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for all owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident. If the above insurance is written on a claims made form, such insurance shall be endorsed to provide an extended reporting period of not less than five (5) years following the expiration or termination of the AGREEMENT.

57.6. Workers' Compensation. Workers' Compensation insurance in an amount and form required by the California Labor Code, or the labor code of any other applicable state), covering all persons performing Work on behalf of CONTRACTOR and all risks to such persons under the AGREEMENT. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars ($1,000,000) and one million dollars ($1,000,000 for each employee.

57.7. Notification of Incidents, Claims or Suits. CONTRACTOR shall report to DISTRICT:

57.7.1. any accident or incident relating to services performed under the AGREEMENT which involves injury or property damage which may result in

the filing of a claim or lawsuit against CONTRACTOR or DISTRICT. Such report shall be made in writing within twenty four (24) hours of occurrence.

57.7.2. any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under the AGREEMENT. Such report shall be made in writing within twenty four (24) hours of the earlier of service of process of such claim or lawsuit, or CONTRACTOR otherwise has knowledge of such claim or lawsuit.

57.7.3. any injury to a CONTRACTOR staff member which occurs on DISTRICT property. This report shall be submitted on a DISTRICT "Non-employee Injury Report" to the DISTRICT AGREEMENT manager. Such report shall be made in writing within twenty four (24) hours of occurrence.

57.7.4. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of DISTRICT property, monies or securities entrusted to CONTRACTOR under the terms of the AGREEMENT. Such report shall be made in writing within twenty four (24) hours of occurrence.

57.8. Failure to Procure and Maintain Insurance. Failure on the part of CONTRACTOR to procure and maintain all the required insurance and performance bond shall constitute a material breach of the AGREEMENT upon which DISTRICT may terminate the AGREEMENT pursuant to Paragraph 48 (Termination for Default) of this EXHIBIT and seek all remedies pursuant to Paragraph 53 (Effect of Termination) of this EXHIBIT, or alternatively, may purchase such required insurance coverage and debit CONTRACTOR pursuant to Subparagraph 53.1.3 of this EXHIBIT.

58. LIQUIDATED DAMAGES.

58.1. All time limits and required acts to be done by both parties are the essence of this AGREEMENT. If CONTRACTOR fails to perform or complete the required work at the times set forth herein, then it is mutually understood and agreed that the nature of the resultant damages will be extremely difficult and impractical to fix. DISTRICT and CONTRACTOR have endeavored to fix the amount of said damages in advance; such that the amount set forth hereinafter are the nearest and most exact measures of damages for such breach; and that, therefore DISTRICT and CONTRACTOR hereby fix the liquidated damages set forth hereinafter, not as a penalty or forfeiture for breach of this AGREEMENT.

58.2. In any case of any such breach, DISTRICT may assess liquidated damages of $500.00 per day for each day, or part thereof that the deficiency continues, and either subtract the amount owed to contractor or said amount to the amount due from the CONTRACTOR under this AGREEMENT. Under no circumstances shall the liquidated damages assessed to the CONTRACTOR exceed twenty-five percent (25%) of the maintenance year total AGREEMENT value.

59. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.

59.1. CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT Indemnitiees pursuant to Subparagraph 57 of this EXHIBIT, from and against any and all liability

(alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting or professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the Integrated System or the operation and utilization of the Work under the AGREEMENT (collectively referred to as "Infringement Claims"). CONTRACTOR shall have no obligation to DISTRICT under this Paragraph 59 (Patent, Copyright and Trade Secret Indemnification) if any infringement claim is caused by use by DISTRICT of the Integrated System other than in accordance with the AGREEMENT, the Specifications and other applicable Documentation.

59.2. Without limiting the foregoing, in the event DISTRICT Project Director becomes aware that ongoing use of the Integrated System, or any part of it, is the subject of any Infringement Claim that might preclude or impair DISTRICT'S use of the Integrated System or system component (*e.g.*, injunctive relief), or that DISTRICT'S continued use of the Integrated System or any part of it may subject it to punitive damages or statutory penalties or other costs or expenses, DISTRICT shall give notice to CONTRACTOR of such facts. Upon notice of such facts, CONTRACTOR shall, at no cost to DISTRICT, either (1) procure the right, by license or otherwise, for DISTRICT to continue to use the affected portion of the Integrated System, to the same extent of the License, or (2) to the extent CONTRACTOR is unable to procure such right, replace or modify the affected portion of the Integrated System with product of equivalent quality and performance capabilities, in DISTRICT'S reasonable determination, to become non-infringing, non-misappropriating and non-disclosing. If CONTRACTOR fails to complete the remedial acts set forth above within forty-five (45) days of the date of the notice from DISTRICT, or if completion is not possible despite CONTRACTOR'S commercially reasonable best efforts within such forty-five (45) day period, and DISTRICT has not approved in writing (such approval not to be unreasonably withheld) CONTRACTOR'S plan of completing such remediation, then, in either instance DISTRICT shall have the right without limiting any other rights or remedies that DISTRICT may have under the AGREEMENT or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the Integrated System. CONTRACTOR shall indemnify and hold DISTRICT harmless for all amounts paid and all-direct and indirect costs associated with such remedial acts.

60. NOTICE OF DELAYS.

Except as otherwise provided under this AGREEMENT, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this AGREEMENT, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

61. FORCE MAJEURE.

Except with respect to defaults of any subcontractor(s), CONTRACTOR shall not be liable for any such excess costs, if its failure to perform the AGREEMENT arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR'S subcontractors), freight embargoes, or

other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without any fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. CONTRACTOR agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 61, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

62. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the AGREEMENT. It is DISTRICT's policy to conduct business only with responsible CONTRACTORS.

62.1. CONTRACTOR is hereby notified that, if DISTRICT acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, DISTRICT may, in addition to other remedies provided in the AGREEMENT, debar CONTRACTOR from bidding on DISTRICT contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts CONTRACTOR may have with DISTRICT.

62.2. DISTRICT may debar a CONTRACTOR if the Board finds, in its discretion, that CONTRACTOR has done any of the following: (a) violated any term of an AGREEMENT, including the AGREEMENT, with DISTRICT, (b) committed any act or omission which negatively reflects on CONTRACTOR'S quality, fitness or capacity to perform a AGREEMENT with DISTRICT or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against DISTRICT or any other public entity.

62.3. If there is evidence that CONTRACTOR may be subject to debarment, DISTRICT will notify CONTRACTOR in writing that is intends to seek debarment, and of the evidence which is the basis for the proposed debarment. The debarment proceedings shall proceed in accordance with Chapter 2.202 of the Los Angeles County Code.

62.4. CONTRACTOR is hereby notified that any and all subcontractors of CONTRACTOR may also be subject to debarment.

63. COMPLIANCE WITH APPLICABLE LAW.

63.1. CONTRACTOR'S activities hereunder shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the AGREEMENT are hereby incorporated herein by reference. CONTRACTOR shall have up to fifteen (15) days to correct any noncompliance with DISTRICT rules, regulations, ordinances,

guidelines, and directives following notice from DISTRICT including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

63.2. CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT Indemnitees pursuant to Subparagraph 57.1 of this EXHIBIT from and against any and all liability, including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting or professional fees) arising from or related to any violation on the part of CONTRACTOR, its officers, directors, shareholders, employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, guidelines, or directives.

64. MINIMUM AGE AND LANGUAGE SKILLS OF CONTRACTOR PERSONNEL AT FACILITY.

The CONTRACTOR shall not assign employees under the age of eighteen (18) to perform work under this AGREEMENT. At least one (1) of the CONTRACTOR'S supervisors on each work crew must be able to read, speak, and write in English.

65. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST.

Should the CONTRACTOR require additional or replacement personnel after the effective date of this AGREEMENT to perform the services set forth herein, the CONTRACTOR will make good faith efforts to give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this AGREEMENT.

66. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT.

Should CONTRACTOR require additional or replacement personnel after the effective date, CONTRACTOR shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (GAIN) program who meet CONTRACTOR'S minimum qualifications for the open position. County will refer gain participants by job category to CONTRACTOR.

67. PROHIBITION AGAINST INDUCEMENT OR PERSUASION.

Notwithstanding the above, the CONTRACTOR and the DISTRICT agree that, during the term of this AGREEMENT and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

68. FAIR LABOR STANDARDS.

CONTRACTOR shall comply with all applicable provisions of the federal fair labor standards act, and shall indemnify, defend, and hold harmless DISTRICT, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the federal fair labor standards act for Work performed by CONTRACTOR'S employees.

69. NONDISCRIMINATION, AFFIRMATIVE ACTION.

CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations.

69.1. CONTRACTOR shall certify to, and comply with, the provisions of CONTRACTOR'S EEO certification.

69.2. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

69.3. CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

69.4. CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable federal and state laws and regulations, including:

69.4.1. Title VII, Civil Rights act of 1964;

69.4.2. Section 504, Rehabilitation Act of 1973;

69.4.3. Age Discrimination Act of 1975;

69.4.4. Title IX, Education Amendments of 1973, as applicable; and

69.4.5. Title 43, part 17, code of federal regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the AGREEMENT, or under any project, program, or activity supported by the AGREEMENT.

69.5. CONTRACTOR shall, with reasonable notice and during regular business hours, allow DISTRICT representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Paragraph 69 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by DISTRICT; provided that DISTRICT'S access to such employment records of CONTRACTOR shall be limited to access that does not constitute an

unlawful invasion of the privacy rights of any such employee. If DISTRICT finds that any of the provisions of this Paragraph 69 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of DISTRICT, constitute a material breach of the AGREEMENT upon which DISTRICT may immediately terminate the AGREEMENT. While DISTRICT reserves the right to determine independently that the anti-discrimination provisions of the AGREEMENT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that CONTRACTOR has violated state or federal anti-discrimination laws or regulations shall constitute a finding by DISTRICT that CONTRACTOR has violated the anti-discrimination provisions of the AGREEMENT.

69.6. The parties agree that if CONTRACTOR violates the anti-discrimination provisions of the AGREEMENT, DISTRICT shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the AGREEMENT.

70. EMPLOYMENT ELIGIBILITY VERIFICATION.

70.1. CONTRACTOR warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the AGREEMENT meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. CONTRACTOR shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended.

70.2. CONTRACTOR shall retain all such documentation for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT Indemnitees pursuant to Subparagraph 57.1 of the AGREEMENT from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against CONTRACTOR or DISTRICT in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

71. FEDERAL EARNED INCOME TAX CREDIT.

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

72. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.

CONTRACTOR shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair his/her physical or mental performance.

73. CONTRACTOR PERFORMANCE DURING CIVIL UNREST.

CONTRACTOR acknowledges that the health facilities maintained by DISTRICT are essential to the residents of the communities they serve, and that it is of particular importance to DISTRICT that these services not be interrupted because of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of the AGREEMENT, full performance by CONTRACTOR during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach of the AGREEMENT by CONTRACTOR for which DISTRICT may immediately terminate the AGREEMENT.

74. RESTRICTIONS ON LOBBYING.

CONTRACTOR and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by CONTRACTOR, shall fully comply with County lobbyist ordinance, Los Angeles County Code chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with County lobbyist ordinance shall constitute a material breach of the AGREEMENT upon which DISTRICT may immediately terminate or suspend the AGREEMENT.

75. INDEPENDENT CONTRACTOR STATUS.

75.1. The AGREEMENT is by and between DISTRICT and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. CONTRACTOR shall function as, and in all respects is, an independent CONTRACTOR.

75.2. DISTRICT shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR, including any subcontractor personnel engaged directly or indirectly by CONTRACTOR in connection with CONTRACTOR'S performance under the AGREEMENT.

75.3. CONTRACTOR understands and agrees that all persons performing Work pursuant to the AGREEMENT are, for purposes of Workers' Compensation liability, the sole employees of CONTRACTOR and not employees of DISTRICT. DISTRICT shall have no obligation to furnish, or liability for, Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of CONTRACTOR pursuant to the AGREEMENT.

75.4. CONTRACTOR shall provide to DISTRICT an executed CONTRACTOR'S Employee Acknowledgment, Confidentiality & Assignment of Rights (found in EXHIBIT H) for each of its employees performing Work under the AGREEMENT. Such AGREEMENTS shall be delivered to DISTRICT Project Director.

76. CONFLICT OF INTEREST.

76.1. No DISTRICT employee whose position with DISTRICT enables such employee to influence the award of the AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in the AGREEMENT. No officer or employee of CONTRACTOR, who may financially benefit from the performance of Work hereunder, shall in any way participate in DISTRICT'S approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence DISTRICT'S approval or ongoing evaluation of such Work.

76.2. CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. CONTRACTOR warrants that it is not now aware of any facts that do or could create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to DISTRICT. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

77. RESTRICTIONS ON LOBBYING.

CONTRACTOR and each DISTRICT lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by CONTRACTOR, shall fully comply with County lobbyist ordinance, Los Angeles County Code chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with County lobbyist ordinance shall constitute a material breach of the AGREEMENT upon which DISTRICT may immediately terminate or suspend the AGREEMENT.

78. NONDISCRIMINATION IN SERVICES.

CONTRACTOR shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of federal and state law. For the purpose of this Paragraph 78, discrimination in the provision of services may include the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

79. CONTRACTOR'S ACKNOWLEDGMENT OF DISTRICT'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT.

CONTRACTOR acknowledges that DISTRICT places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is DISTRICT'S policy to encourage all DISTRICT CONTRACTOR'S to voluntarily post DISTRICT'S "L A's Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. County's CSSD will supply CONTRACTOR with the poster to be used.

80. CONTRACTOR CERTIFICATION OF PRINCIPAL OWNER INFORMATION.

Within thirty (30) days of any renewal or term extension amendment to the AGREEMENT of at least one year, CONTRACTOR shall submit to County's Child Support Services Department (the "CSSD") a completed Principal Owner Information form (the "POI form"), incorporated herein by reference, along with certifications that:

80.1. The POI form has been appropriately completed and provided to the CSSD with respect to CONTRACTOR'S principal owners;

80.2. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and

80.3. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

81. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.

81.1. CONTRACTOR acknowledges that DISTRICT has established a goal of ensuring that all individuals who benefit financially from DISTRICT through DISTRICT contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

81.2. As required by DISTRICT'S child support compliance program and without limiting CONTRACTOR'S duty under the AGREEMENT to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

81.3. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP certification), also incorporated herein by reference. Failure of CONTRACTOR to submit the CSCP certification (which includes certification that

the POI form has been submitted to the County's CSSD) to the CSSD shall represent a material breach of the AGREEMENT upon which DISTRICT may immediately suspend or terminate the AGREEMENT.

81.4. Failure of CONTRACTOR to maintain compliance with the requirements set forth in this Paragraph 81 (CONTRACTOR'S Warranty of Adherence to DISTRICT'S Child Support Compliance Program) shall constitute a default by CONTRACTOR under the AGREEMENT. Without limiting the rights and remedies available to DISTRICT under any other provision of the AGREEMENT or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which DISTRICT may suspend or terminate the AGREEMENT pursuant to Paragraph 48 (Termination for Default) of this EXHIBIT.

82. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM.

82.1. Jury Service Program: It is DISTRICT'S policy that this AGREEMENT is subject to the provisions of the County's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

82.2. Written Employee Jury Service Policy.

82.2.1. Unless CONTRACTOR has demonstrated to the DISTRICT'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

82.2.2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a AGREEMENT with the DISTRICT or a subcontract with a DISTRICT CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more DISTRICT contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the DISTRICT under the AGREEMENT, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this

Sub-paragraph shall be inserted into any such subcontract AGREEMENT and a copy of the Jury Service Program shall be attached to the AGREEMENT.

82.2.3. If CONTRACTOR is not required to comply with the Jury Service Program when the AGREEMENT commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify DISTRICT if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The DISTRICT may also require, at any time during the AGREEMENT and at its sole discretion, that CONTRACTOR demonstrate to the DISTRICT'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

82.3. CONTRACTOR'S violation of this Sub-paragraph of the AGREEMENT may constitute a material breach of the AGREEMENT. In the event of such material breach, DISTRICT may, in its sole discretion, terminate the AGREEMENT and/or bar CONTRACTOR from the award of future DISTRICT contracts for a period of time consistent with the seriousness of the breach.

83. ACCESS TO COUNTY FACILITIES.

CONTRACTOR, its employees and agents will be granted access to DISTRICT facilities, subject to CONTRACTOR'S prior notification to DISTRICT Project Director, for the purpose of executing CONTRACTOR'S obligations hereunder, including for the provision of Maintenance Services. Unless otherwise determined necessary by DISTRICT Project Director, access to DISTRICT facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, DISTRICT observed holidays excepted. Access to DISTRICT facilities outside of normal business hours must be approved in writing in advance by DISTRICT Project Director, unless exigent circumstances preclude waiting for written approval (*e.g.*, CONTRACTOR is responding to a S-1 error or other major Deficiency). CONTRACTOR shall have no tenancy, or any other property or other rights in DISTRICT facilities. While present at DISTRICT facilities, CONTRACTOR'S personnel shall be accompanied by DISTRICT personnel at all times, unless this requirement is waived in writing prior to such event by DISTRICT Project Director.

84. DAMAGE TO DISTRICT FACILITIES, BUILDINGS, OR GROUNDS.

84.1. CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to DISTRICT facilities, buildings or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

84.2. If CONTRACTOR fails to make timely repairs, DISTRICT may make any necessary repairs. All costs incurred by DISTRICT, as determined by DISTRICT, for such

repairs shall be repaid by CONTRACTOR by cash payment upon demand, or without limitation of all DISTRICT's other rights and remedies provided at law or equity, or under the AGREEMENT, DISTRICT may deduct such costs from any amounts due to CONTRACTOR from DISTRICT under the AGREEMENT.

85. ASSIGNMENT BY CONTRACTOR.

85.1. CONTRACTOR shall not assign its rights or delegate its duties under the AGREEMENT, or both, whether in whole or in part, without the prior written consent of DISTRICT, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 85.1, DISTRICT consent shall require a written amendment to the AGREEMENT, which is formally approved and executed by the parties, including the Board.

85.2. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the AGREEMENT, such disposition is an assignment requiring the prior written consent of DISTRICT in accordance with Subparagraph 85.1 of this EXHIBIT.

86. NO THIRD PARTY BENEFICIARIES.

Notwithstanding any other provision of the AGREEMENT, CONTRACTOR and DISTRICT do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the AGREEMENT, except that this Paragraph 86 shall not be construed to diminish CONTRACTOR'S indemnification obligations hereunder.

87. PUBLIC RECORDS ACT

87.1. Any documents submitted by CONTRACTOR; all information obtained in connection with the DISTRICT'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Paragraph 88 - Record Retention and Inspection/Audit Settlement of this AGREEMENT; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this AGREEMENT, become the exclusive property of the DISTRICT. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The DISTRICT shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

87.2. In the event the DISTRICT is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the DISTRICT from all costs and

expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

88. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.

88.1. CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to the AGREEMENT, including any termination hereof, in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of the AGREEMENT. CONTRACTOR agrees that DISTRICT, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of CONTRACTOR relating to the AGREEMENT; provided that DISTRICT'S access to such employment records of CONTRACTOR shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-DISTRICT entity or should a non-DISTRICT entity be requested by DISTRICT to review information received pursuant to an audit or examination under this Paragraph 88, CONTRACTOR may require the non-DISTRICT examiner/auditor to execute a nondisclosure AGREEMENT prior to any disclosure. The nondisclosure AGREEMENT shall limit the non-DISTRICT entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of DISTRICT. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by CONTRACTOR and shall be made available to DISTRICT during the Term and for a period of four (4) years thereafter unless DISTRICT'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at CONTRACTOR'S option, CONTRACTOR shall provide DISTRICT with access to such material at a mutually agreed upon location inside either Los Angeles or Orange County.

88.2. If an audit is conducted of CONTRACTOR specifically regarding the AGREEMENT by any federal or state auditor, then CONTRACTOR shall file a copy of such audit report with County's Auditor Controller and County Project Director within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable federal or state law or under the AGREEMENT.

88.3. If, at any time during or after the Term, representatives of DISTRICT conduct an audit of CONTRACTOR, as and to the extent permitted hereunder, regarding the Work performed under the AGREEMENT, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by DISTRICT under the AGREEMENT, shall be provided in writing to CONTRACTOR. CONTRACTOR shall have thirty (30) days to review the findings contained in such audit and notify DISTRICT of any objection to the same. Such notice must include, in reasonable detail, the basis for CONTRACTOR'S objection and any supporting documentation and analysis for CONTRACTOR'S objection. If the parties cannot agree, within fifteen (15) days of receipt of CONTRACTOR'S objection to the findings contained in DISTRICT'S audit, on the amount of

underpayment or overpayment, if any, by DISTRICT to CONTRACTOR hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to DISTRICT Project Director and CONTRACTOR Project Director. If CONTRACTOR fails to notify DISTRICT of any objection it has to the findings of DISTRICT'S audit within the thirty (30) day period set forth above, CONTRACTOR waives any right to object to the findings of such audit, including any determination of overpayment by DISTRICT. If such audit, whether initially following a waiver by CONTRACTOR of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that DISTRICT'S dollar liability for any such Work is less than payments made by DISTRICT to CONTRACTOR, then the difference, together with DISTRICT'S reasonable costs of audit, shall be either repaid by CONTRACTOR to DISTRICT by cash payment upon demand or, at the discretion of DISTRICT Project Director, deducted from any amounts due to CONTRACTOR from DISTRICT. If such audit finds that DISTRICT'S dollar liability for such Work is more than the payments made by County to CONTRACTOR, then the difference shall be paid to CONTRACTOR by DISTRICT, but in no event shall DISTRICT's payments to CONTRACTOR exceed the Maximum AGREEMENT Sum.

89. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES.

CONTRACTOR shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives, which are applicable to CONTRACTOR'S services under the AGREEMENT. CONTRACTOR shall further ensure that all of its officers, employees, agents, and subcontractors who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines, and directives shall be provided, in duplicate, to:

Consolidated Fire Protection District of Los Angeles County
Attention: Janette Parker, Chief
Information Management Division
5815 Rickenbacker Road
Commerce, CA 90040

90. NEW TECHNOLOGY.

Without limiting CONTRACTOR'S obligation to provide DISTRICT Updates in consideration of the Maintenance Fee, CONTRACTOR and DISTRICT acknowledge the probability that the technology of the Software and System Hardware provided under the AGREEMENT will change and improve during the Term. DISTRICT desires the flexibility to incorporate into the system any new technologies, as they may become available. Accordingly, CONTRACTOR Project Manager shall, promptly upon discovery and on a continuing basis, apprise DISTRICT Project Director of all new technologies, methodologies, and techniques, other than Updates, that CONTRACTOR considers being applicable to the system. Specifically, upon DISTRICT'S request, CONTRACTOR shall provide, in writing, a description of such new technologies, methodologies and techniques, and shall indicate the advantages and disadvantages of

incorporating the same into the Integrated System, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the Integrated System. DISTRICT, at its discretion, may request that the AGREEMENT be amended to incorporate the new technologies, methodologies and techniques into the system pursuant to the provisions of Paragraph 91 (Change Notices and Amendments) of the AGREEMENT.

91. CHANGE NOTICES AND AMENDMENTS

91.1. The DISTRICT reserves the right to initiate Change Notices that **do not affect** the scope, term, AGREEMENT Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by the Fire Chief or his designee.

91.2. For any change which affects the scope of work, term, AGREEMENT Sum, payments, or any term or condition included under this AGREEMENT, an Amendment shall be prepared and executed by the DISTRICT, Board of Supervisors or Fire Chief or his designee.

91.3. As governing body of the DISTRICT the Board of Supervisors of Fire Chief or designee may require the addition and/or change of certain terms and conditions in the AGREEMENT during the term of this AGREEMENT. The DISTRICT reserves the right to add and/or change such provisions as required by the Board of Supervisors or Fire Chief . To implement such orders, an Amendment to the AGREEMENT shall be prepared and executed by the CONTRACTOR and by the Fire Chief or his designee.

91.4. The Fire Chief or his designee, may at his/her sole discretion, authorize extensions of time as defined in the - Term of AGREEMENT. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this AGREEMENT during the period of such extensions.

92. DISTRICT'S QUALITY ASSURANCE PLAN.

DISTRICT or its agent will evaluate CONTRACTOR'S performance under the AGREEMENT on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with the terms and performance standards of the AGREEMENT. CONTRACTOR deficiencies which DISTRICT determines are severe or continuing and that may place performance of the AGREEMENT in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by DISTRICT and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, DISTRICT may issue a notification of default pursuant to Section 48, Termination for Default or seek other remedies specified in the AGREEMENT.

93. WAIVER.

No waiver by DISTRICT or CONTRACTOR of any breach of any provision of the AGREEMENT shall constitute a waiver of any other breach or of such provision. Failure of DISTRICT or CONTRACTOR to enforce at any time, or from time to time, any provision of the AGREEMENT shall not be construed as a waiver thereof. The rights and remedies set forth in

the AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the AGREEMENT.

94. DISPUTES

Any disputes between DISTRICT and CONTRACTOR regarding the performance of services reflected in this AGREEMENT shall be resolved in a phased process first through the Project Manager, then the Division Chief, then the Bureau Chief, and ultimately by the Fire Chief. In the event litigation is required to enforce performance of this AGREEMENT, each party accepts responsibility for its own costs for pursuing any claim related to this AGREEMENT.

95. GOVERNING LAW, JURISDICTION, AND VENUE.

The AGREEMENT shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to AGREEMENTS made and to be performed within that state. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which CONTRACTOR agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the AGREEMENT and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

96. SEVERABILITY.

If any provision of the AGREEMENT is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the AGREEMENT is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the AGREEMENT fails of its essential purpose because of such deletion.

97. RIGHTS AND REMEDIES.

Except as provided in Paragraph 58 (Liquidated Damages) to the AGREEMENT, the rights and remedies of DISTRICT provided in any given Paragraph or Subparagraph, as well as throughout the AGREEMENT, including throughout this EXHIBIT, are non-exclusive and cumulative with any and all other rights and remedies under this AGREEMENT, at law, or in equity.

98. RECYCLED-CONTENT PAPER.

CONTRACTOR agrees to use recycled-content paper to the maximum extent possible in CONTRACTOR'S provision of Work pursuant to the AGREEMENT.

FACSIMILE.

Except for the parties initial signatures to the AGREEMENT, which must be provided in "original" form, and not by facsimile, DISTRICT and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

99. CAPTIONS AND PARAGRAPH HEADINGS.

Captions and Paragraph and Subparagraph headings used in the AGREEMENT are for convenience only and are not a part of the AGREEMENT and shall not be used in construing the AGREEMENT.

100. CONSTRUCTION.

Whenever examples are used in the AGREEMENT with the words "including," "for example," "*e.g.*," "such as," "etc." or any derivation of such words, such examples are intended to be illustrative and not limiting.

101. SAFELY SURRENDERED BABY LAW.

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in EXHIBIT H of this AGREEMENT.

CONSOLIDATED FIRE PROTECTION DISTRICT/NORTHROP GRUMMAN
PUBLIC SAFETY, INC.
CAD MASTER MAINTENANCE AGREEMENT

EXHIBIT H

STANDARD AGREEMENT FORMS

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not AGREEMENT with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such AGREEMENT:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the AGREEMENT; or

    b. Participated in any way in developing the AGREEMENT or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

_____
Proposer Name

_____
Proposer Official Title

_____
Official's Signature

Revised 07/02/2001

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in Proposal) _____, hereby submit this certification to the (County department)_____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (CONTRACTOR or association name as shown in Proposal or proposal) _____, an independently-owned or franchiser-owned business (circle one), located at (CONTRACTOR or, if an association, associated member address) _____is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act , and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this_____ day of _____(Month and Year)

at: _____

(City/State) (Telephone No.)

by: _____

(Signature of a principal owner, an officer, or manager responsible for submission of the proposal to the County.)

Copy to: Child Support Services Department, Special Projects
P.O. Box 911009 Los Angeles, CA 90091-1009 FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-276

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature:_____ Date:_____

CONTRACTOR'S EEO CERTIFICATION

_____
CONTRACTOR Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The CONTRACTOR periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature

AGREEMENT FOR

CAD MASTER MAINTENANCE AGREEMENT SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT & CONFIDENTIALITY, AGREEMENT

(Note: This certification is to be executed and returned to DISTRICT with CONTRACTOR'S executed AGREEMENT. Work cannot begin on the AGREEMENT until DISTRICT receives this executed document.)

_____
CONTRACTOR NAME

AGREEMENT No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a AGREEMENT with the Consolidated Fire Protection District of Los Angeles County (DISTRICT) to provide certain services to the DISTRICT. The DISTRICT requires your signature on this CONTRACTOR Employee Acknowledgement, Confidentiality, and Copyright Assignment AGREEMENT.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced AGREEMENT. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced AGREEMENT.

I understand and agree that I am not an employee of the DISTRICT for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the DISTRICT by virtue of my performance of work under the above-referenced AGREEMENT. I understand and agree that I do not have and will not acquire any rights or benefits from the DISTRICT pursuant to any AGREEMENT between any person or entity and the DISTRICT.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced AGREEMENT is contingent upon my passing, to the satisfaction of the DISTRICT, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the DISTRICT, any such investigation shall result in my immediate release from performance under this and/or any future AGREEMENT.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the DISTRICT and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the DISTRICT. In addition, I may also have access to proprietary information supplied by other vendors doing business with the DISTRICT. The DISTRICT has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in DISTRICT work, the DISTRICT must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this AGREEMENT as a condition of my work to be provided by my employer for the DISTRICT. I have read this AGREEMENT and have taken due time to consider it prior to signing.

Initials of Signer _____

CONTRACTOR Name _____ AGREEMENT No. _____

Employee Name_____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced AGREEMENT between my employer and the DISTRICT. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the DISTRICT, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced AGREEMENT. I agree to protect these confidential materials against disclosure to other than my employer or DISTRICT employees who have a need to know the information. I agree that if proprietary information supplied by other DISTRICT vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this AGREEMENT by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this AGREEMENT or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this AGREEMENT may subject me to civil and/or criminal action and that the DISTRICT may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CAD MASTER MAINTENANCE AGREEMENT SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to DISTRICT with CONTRACTOR'S executed AGREEMENT. Work cannot begin on the AGREEMENT until DISTRICT receives this executed document.)

_____
CONTRACTOR NAME

AGREEMENT No._____

Non-Employee Name _____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a AGREEMENT with the Consolidated Fire Protection District of Los Angeles County (DISTRICT) to provide certain services to the DISTRICT. The DISTRICT requires your signature on this Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment AGREEMENT.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above has exclusive control for purposes of the above-referenced AGREEMENT. I understand and agree that I must rely exclusively upon the CONTRACTOR referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced AGREEMENT.

I understand and agree that I am not an employee of the DISTRICT for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the DISTRICT by virtue of my performance of work under the above-referenced AGREEMENT. I understand and agree that I do not have and will not acquire any rights or benefits from the DISTRICT pursuant to any AGREEMENT between any person or entity and the DISTRICT.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced AGREEMENT is contingent upon my passing, to the satisfaction of the DISTRICT, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the DISTRICT, any such investigation shall result in my immediate release from performance under this and/or any future AGREEMENT.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the DISTRICT and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the DISTRICT. In addition, I may also have access to proprietary information supplied by other vendors doing business with the DISTRICT. The DISTRICT has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in DISTRICT work, the DISTRICT must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this AGREEMENT as a condition of my work to be provided by the above-referenced CONTRACTOR for the DISTRICT. I have read this AGREEMENT and have taken due time to consider it prior to signing.

Initials of Signer _____

CONTRACTOR Name _____ AGREEMENT No._____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced AGREEMENT between the above-referenced CONTRACTOR and the DISTRICT. I agree to forward all requests for the release of any data or information received by me to the above-referenced CONTRACTOR.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the DISTRICT, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced AGREEMENT. I agree to protect these confidential materials against disclosure to other than the above-referenced CONTRACTOR or DISTRICT employees who have a need to know the information. I agree that if proprietary information supplied by other DISTRICT vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced CONTRACTOR any and all violations of this AGREEMENT by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced CONTRACTOR upon completion of this AGREEMENT or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this AGREEMENT may subject me to civil and/or criminal action and that the DISTRICT may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

PRINCIPAL OWNER INFORMATION FORM

It is the DISTRICT policy to follow Los Angeles County Code Chapter 2.200 which establishes the Los Angeles County Child Support Compliance Program. This Program requires the DISTRICT to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that proposers for DISTRICT contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 **Telephone: (323) 832-7277 or (323) 832-7276**

Contractor or Association Name as Shown on Bid or Proposal:_____

Contractor or Associated Member Name, if Contractor is an Association:_____

Contractor or Associated Member Address:_____

_____

Telephone: _____ **FAX:** _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [ ] No natural person owns an interest of 10 percent or more in this Contractor.
II. [ ] Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From Contractor
1.	_____	_____	[YES] [NO]
2.	_____	_____	[YES] [NO]
3.	_____	_____	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By:_____ Date:_____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

_____
(Print Name) (Title/Position)

POI FORM REVISED 07/02/01

ATTESTATION OF WILLINGNESS TO CONSIDER

GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for AGREEMENT award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for AGREEMENT award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Proposer has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

_____YES _____NO (subject to verification by DISTRICT)

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

GAIN/GROW ATTESTATION

AGREEMENT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by CONTRACTOR: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of CCA Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of CCA Date

DISTRICT EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of CCA Date

DISTRICT **ACTIONS:**_____-

_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

_____

CCA'S Signature and Date

_____

CONTRACTOR Representative's Signature and Date

SAFELY SURRENDERED BABY LAW

Los Angeles County

Safely Surrendered Baby Hotline

(877) BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

708 400 (3/02)

no shame.
no blame.
no names.

now there's a way to safely surrender your baby

What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call in before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance – not a fatality. The
If you or someone you know is considering
giving up a child, learn about your options.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name: A One Building Maintenance

Principal Owners: Kenneth Ahn

Debarment Start Date: June 20, 2000 Debarment End Date: June 19, 2003

Vendor Name: Shobie Enterprises DBA Seahawk Construction

Principal Owners: Shamir Ahmad Qazi

Debarment Start Date: April 30, 2002 Debarment End Date: April 30, 2005

Vendor Name: Automation Data Solutions

Principal Owners: Renee Setero

Debarment Start Date: March 4, 2003 Debarment End Date: March 3, 2006

Vendor Name: MTS Advanced Corporation

Principal Owners: Emir Khan

Debarment Start Date: March 4, 2003 Debarment End Date: July 3, 2003

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY NORTHROP GRUMMAN PUBLIC SAFETY, INC. CAD MASTER MAINTENANCE SERVICES AGREEMENT

This AGREEMENT is made and entered into this 27th day of May 2003 by and between

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, STATE OF CALIFORNIA (hereinafter "DISTRICT")

and

NORTHROP GRUMMAN PUBLIC SAFETY, INC., A Delaware Corporation (hereinafter "CONTRACTOR")

WITNESSETH

WHEREAS, the DISTRICT, sometimes also referred to as "Fire Department", operates the Fire Command and Control Center with highly technical computer systems (hereinafter "SYSTEMS") requiring 24-hour service and maintenance to assure public safety;

WHEREAS, CONTRACTOR is uniquely qualified to service and maintain these systems because they designed and installed the software and hardware;

WHEREAS, the DISTRICT, in accordance with Government Code Section 31000 and Health and Safety Code 13861, may enter into agreements for specialized services;

WHEREAS, it is neither practical nor economical to maintain a sufficient number of permanent professional staff to meet peak demands for such services as they occur and CONTRACTOR is well qualified to perform such services;

WHEREAS, CONTRACTOR, for the consideration hereinafter set forth, hereby agrees to furnish these Computer Aided Dispatch (hereinafter "CAD") software and hardware maintenance services and technical support, as directed by the DISTRICT.

WHEREAS, the AGREEMENT all SUB-AGREEMENTS, and all EXHIBITS are all attached hereto and incorporated herein by this reference, are agreed to by the DISTRICT and CONTRACTOR to constitute the AGREEMENT documents; and

WHEREAS, funds have been appropriated for this purpose by the DISTRICT.

Now, therefore, the parties hereto do mutually agree as follows:

COUNTY OF LOS ANGELES
FIRE DEPARTMENT
1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

May 8, 2003

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 MAY 27 2003

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

REQUEST FOR APPROVAL OF SOLE SOURCE AGREEMENT FOR 9-1-1 COMPUTER AIDED DISPATCHING MASTER MAINTENANCE SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE(X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Find that this agreement is exempt from the provisions of the California Environmental Quality Act (CEQA).

2. Approve and instruct the Chair to sign the attached sole source 9-1-1 Computer Aided Dispatching (CAD) Master Maintenance Services Agreement, at a maximum five-year cost of $2,178,678 for ongoing maintenance and enhancements of the District's emergency dispatching system.

3. Award the agreement to Northrop Grumman Public Safety, Inc. (PSI), 12005 Sunrise Valley Drive, Reston, Virginia 20191-3404, for a five-year period, from July 1, 2003 through June 30, 2008.

4. Authorize the Fire Chief or his designee to extend the agreement upon expiration, on a month-to-month basis for up to one year, and continue payments to contractor at the same rate schedule existing at that time to accommodate extended renegotiations with the contractor.

PURPOSE OF RECOMMENDED ACTION

The purpose of this request is to authorize the continuation of existing professional services that ensure an optimal systems and operational environment for the District's 24/7 emergency response dispatching system. The highly specialized services contained in the attached agreement are required to ensure continuous, uninterrupted CAD operations, directly impacting the health and safety of County residents as well as firefighters and paramedics. The existing agreement for these services, No. 70908, approved in 1997, will expire on June 30, 2003.

The CAD system requires highly technical oversight and maintenance on a 24-hour basis, including specialized professional support and replacement of hardware components on an as-needed but immediate basis. The CAD system operates from the District's Fire Command and Control Facility and interfaces with remotely located microwave, voice and digital radio signal repeaters to provide Countywide emergency dispatch communications. The CAD System also interfaces with two of the District's records systems, one of which was designed by PSI.

This new agreement also allows for a significant technology "refresh" of the CAD system, at a cost of $735,901 in Fiscal Year 2003-2004. This project, called the "Alpha CAD Migration Project", will ensure optimal operations for this mission critical environment throughout the five-year term of the agreement. The migration project will allow the District to extend the life and functionality of existing systems by five (5) to seven (7) years, during the continuing exploration of a larger Fire/Sheriff/Public Safety Emergency Communications Project.

JUSTIFICATION

In 1987, as the result of a competitive bid process, the Board of Supervisors approved a $25.6 million, four-year project for the design and implementation of a Fire Command and Control System. The contract was awarded to PRC Public Management Services, Inc., now known as Northrop Grumman Public Safety, Inc. The CAD system, implemented in 1991, was a major component of that contract.

Since implementation in 1991, the management and day-to-day oversight of this life-safety system has been very successfully managed via a partnership between the District and PSI. This partnership has been sustained via your Board's approval of two successive five-year agreements, in 1992 and 1997. The 1992 agreement was issued

for $2.8 million; the 1997 agreement, which included an optional sixth-year, was issued for $2.2 million.

As referenced above, the new five-year agreement has a not-to-exceed budget of $2.178 million, including a $735,901 CAD migration project in the first year of the agreement. Both the District and the Chief Information Officer have determined that the Alpha CAD Migration Project is an appropriate course of action given the District's current CAD environment and their future needs. It presents the most cost-effective means, and lowest risk, to protect the District's 13-year investment in the highly customized CAD System.

The CAD System is proprietary to PSI, and PSI warrants their products to perform at a specified level. Any modification to their software by persons/entities other than PSI staff or designated subcontractors will invalidate the warranty and performance assurances stipulated in the maintenance agreement.

Prior agreements have provided the District with the flexibility to support small, incremental upgrades of hardware, software, and the CAD application as needs arose. This is funded via an annual "Contingency Fund" of $150,000. This fund has allowed the District to keep pace with rapidly changing technologies, expansions due to new annexations, and an increasing County population. The Contingency Fund supports a dynamic response to these issues, allowing the Fire Command and Control Dispatch systems to function in an optimum environment. Services via this fund are performed at hourly rates standard within the industry. Rate increases are evaluated by the District on an annual basis, and are approved in compliance with the County's mandated COLA language.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action meets the County's Strategic Plan Goals of Service Excellence, Organizational Effectiveness and Public Safety by ensuring effective maintenance and enhancement of systems that safeguard public life safety and protection of property.

Specific Strategic Plan Goals met via this action include: Goal No. 3 Organizational Effectiveness: Ensure service delivery systems are efficient and effective; Goal No. 4 Fiscal Responsibility, Strategy No. 2, Objective No. 2: Mitigate vulnerability of key systems; and Goal No. 8: Increase public safety and security of all residents.

The CAD Agreement is approved in the District's Fiscal Year 2002-2003 Business Automation Plan via "Section 8.0: Upgrade 911 CAD System". It is also funded and referenced in the FY 2003-2004 Business Automation Plan via "Planned Fiscal Year 2003-2006 I/T Strategies, Section 1.0, Emergency Dispatch Technology Infrastructure Upgrades," and "Fiscal Year 2002-2003 Objectives, 9.0: Achieve and maintain 99% uptime through CAD System Upgrade."

FISCAL IMPACT/FINANCING

The agreement has a not-to-exceed cost of $2,178,678 over its term, which is inclusive of the Alpha CAD Migration Project and the annual Contingency Fund. This agreement commences July 1, 2003 for a period of sixty months. The District has the option to further extend the agreement on a month-to-month basis for a maximum period of 12 months should it be necessary. The District also has the right to "terminate for convenience" with a 30-day notice.

First-year funding of $1,011,277 has been identified in the Fiscal Year 2003-2004 Budget Request. In addition to routine services, this amount includes $735,901 for the Alpha CAD Migration Project, as well as the $150,000 annual Contingency Fund. The second through fifth years of the agreement are budgeted between $281,644 and $302,394 each year, inclusive of the annual Contingency Fund.

Upon installation of the Alpha CAD Migration Project hardware, a three-year warranty period will begin. Consequently, a large portion of the existing CAD hardware will be removed from service, as will its costly maintenance fees. Over the three-year warranty period, the District will realize cost avoidance of approximately $265,000. This essentially reduces the net cost of the Alpha CAD Migration Project from $735,901 to $470,901.

Annual funding of the $150,000 Contingency Fund is optional, at the District's discretion. Planned expenditures from this fund will be determined each fiscal year, based on an analysis of Departmental priorities and available budget. Unexpended Contingency Funds do not carry over to subsequent years. Your Board will be notified of any significant enhancements to the County's 9-1-1 emergency response dispatching system undertaken via the annual Contingency Fund included in this agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The requested agreement is with Northrop Grumman Public Safety, Inc., of Reston, Virginia. Local offices are located in Orange, California. The term of the contract is five years, from July 1, 2003 through June 30, 2008.

The agreement has been reviewed and approved as to form by County Counsel, and properly executed by Northrop Grumman Public Safety, Inc. The Chief Information Officer has reviewed this request and concurs with the recommended actions.

Northrop Grumman Public Safety, Inc. is in compliance with all Board and CAO requirements, with one exception. Specifically, if the Board were to impose rate reductions subsequent to Countywide employee salary and benefit reductions, the vendor cannot guarantee their ability to continue providing the required level of professional expertise. However, the vendor and District have agreed upon compromise language. This language supports a negotiation process between the vendor and the District to reach an agreeable reduction without jeopardizing mission critical 9-1-1 support. If the vendor and District cannot reach an agreement, a recommended action will be made to your Board. If the recommendation is to terminate the agreement, vendor will continue to provide all services pending the County's termination for convenience.

PSI has maintained and supported the District's CAD system since 1992. The first Maintenance Agreement (No. 65794) was a five-year agreement approved by your Honorable Board on January 28, 1992. The second agreement (No. 70908) approved on July 29, 1997, was also a five-year agreement, with the optional sixth year extending the agreement through June 30, 2003. The vendor will not be asked, and has never performed, services that exceed the scope, amount or coverage period of any agreement. There are no allowances for, or any need of, any retroactive consideration or payment in the agreement.

CONTRACTING PROCESS

The PSI CAD system is proprietary, and was originally acquired via a competitive procurement in 1987. Another competitive bid was issued in 1992, to re-validate the proprietary nature of the agreement. During that process, quotes were solicited from 19 vendors; only three (3) responded. Two of the responding vendors expressed interest,

but indicated they could not provide the services without obtaining a joint venture relationship with PSI, due to the proprietary nature of the software.

To ensure optimum operating effectiveness, PSI does not allow customers access to source program code for modification purposes. They do provide support for these programs through their annual maintenance agreements. Through this process, PSI has, for the past twelve years, successfully warranted their product to perform at specified levels. Any modification to their software by persons/organizations other than PSI staff or designated subcontractors will invalidate the warranty and performance assurances obtained with the maintenance agreement.

PSI has guaranteed very specific performance objectives as a component of the Alpha CAD Migration Project. While other vendors could offer slight savings for the hardware component of the project, they can offer only a finite commodity. PSI can be held responsible for making the project "whole." By limiting responsibility for all aspects of the environment to one vendor, the District is guaranteed that PSI provides a turnkey system, taking ownership of problem resolution. Because PSI is the one vendor responsible for the multi-dimensional, highly complex 9-1-1 CAD operation, it provides the critical "one-vendor, one-responsibility" environment essential to prompt and effective identification and resolution of problems.

The District finds PSI's record of service to be exemplary. They have a long-standing, well-respected reputation within the public safety market. Further, based on the continuing proprietary nature of the CAD system, and its importance in the management and coordination of emergency response units, the Chief Information Officer (CIO) has consistently supported, in 1997 and again today, the District's recommendation that your Board approve the agreement as a sole source acquisition.

The CIO and the District have also thoroughly explored the suitability of the District's selection of the HP/Compaq Alpha hardware platform. Based on a review of the District's risk/benefit analysis, including the planned useful life of five to seven years, the CIO has sanctioned the District's hardware migration plans.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

As previously stated, this agreement will have direct and immediate impact on the District's Computer Aided Dispatch system, which ties directly to the County 9-1-1 emergency call system. Any changes in contractor could adversely affect the District's

ability to respond to emergency calls and have a negative impact on the health and safety of County residents and firefighters.

ENVIRONMENTAL DOCUMENTATION

The proposed agreement will not have a significant effect on the environment, and is therefore exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and two originally executed copies of the agreement to the District for further processing.

Respectfully submitted,

P. MICHAEL FREEMAN

Reviewed by:

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER
(See attached analysis)

PMF:JWF:JP:ma

Attachments

c: Chief Administrative Officer
Auditor-Controller
Chief Information Officer
County Counsel
ISD

IN WITNESS WHEREOF, CONTRACTOR has executed this AGREEMENT, by its duly authorized officer and the Consolidated Fire Protection District of Los Angeles County, by order of its Board of Supervisors has caused this AGREEMENT to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

By: _____
John Kouri , Vice President - Contracts

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____
DEPUTY

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 MAY 27 2003

VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By _____
Principal Deputy County Counsel