

EXHIBIT - A
To Agreement by and between Monterey County, hereinafter referred to as “County”
AND
DELTAWRX, LLC hereinafter referred to as “CONTRACTOR”
for an Agreement between
County of Monterey - Emergency Communications
and DELTAWRX

I. SCOPE OF SERVICES / WORK PLAN

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

Task 1 - Provide Project Management

CONTRACTOR shall continue the role of Project Manager of the Harris radio system implementation on behalf of the NGEN participants. In this capacity, CONTRACTOR shall serve as the point of contact for all issues related to project implementation and provide a direct interface with all project participants. In this role, CONTRACTOR shall attend either in-person or via conference call regularly scheduled NGEN Project Team meetings and such additional meetings as may be mutually agreed to between County and CONTRACTOR. The project administrator in consultation with the oversight group and CONTRACTOR shall determine the meeting schedule.

Task 2 - Monitor Project Schedule

- 2.1 CONTRACTOR shall monitor the Harris project schedule and, in consultation with the NGEN Project Team, request that Harris make any changes or updates that may be necessary.
- 2.2 CONTRACTOR shall work with all NGEN Project Team members including, but not limited to, Harris Corporation, the County of Monterey Emergency Communications Department (ECD), and the County of Monterey Information Technology Department (ITD), as well as the NGEN Project Team, to ensure that each task and subtask is assigned and accomplished.

Task 3 - Provide Project Oversight and Measure Progress

- 3.1 CONTRACTOR shall monitor project performance throughout the implementation and document milestones as they are achieved. Integral to this task is monitoring the performance of the Harris and associated contracts.
- 3.2 CONTRACTOR shall provide the following project reports to the NGEN Project Team:

- 3.2.1 Weekly Action Register;
 - 3.2.2 Monthly Budget Report (includes risk register and contingency status); and
 - 3.2.3 Monthly Overview of the project schedule; and
 - 3.2.4 Monthly Project Status Report.
- 3.3 CONTRACTOR shall monitor the monthly Harris Progress Report and ITD Report.
- 3.4 CONTRACTOR shall act as liaison for coordinating with government agencies and Monterey County vendors, contractors and common carriers that are within the scope of the project.
- 3.5 CONTRACTOR shall take a proactive approach to identifying and managing potential conflicts, including rapid escalation of problems that present significant risk to project success or that may contribute to project delay.

Task 3 Assumption: Staff from ECD and the NGEN Project Team shall continue to support project management activities throughout implementation and final acceptance.

Task 4 - Provide Budgetary Analysis

- 4.1 CONTRACTOR shall review the budget monthly to verify that the project remains on budget.
- 4.2 CONTRACTOR shall maintain the monthly budget report, contingency status and update the reports as necessary.
- 4.3 CONTRACTOR shall assist designated County staff with management of all grants, holdback, reserve and contingency funds as part of an overall cost management strategy.

Task 4 Assumption: The NGEN Project Team shall provide CONTRACTOR with timely and accurate input for budgetary analysis.

Task 5 - Assist with Radio Channel Needs

- 5.1 As requested, CONTRACTOR shall assist NGEN and ITD with the acquisition of radio channels to support the NGEN project. It is understood that ITD will have primary responsibility for the acquisition and management of the NGEN frequencies.
- 5.2 CONTRACTOR shall coordinate with third parties for any additional assistance that is required related to radio channel needs.

Task 6 - Coordinate Site Acquisition and Development Activities

- 6.1 Harris will be responsible for leading most activities required for site development, however, the NGEN Project Team retains several primary responsibilities for site acquisition and development, including gaining site access authorization (site leases and coordination with property owners), as well as reviewing, signing and paying for all applicable development and building permits. CONTRACTOR shall assist the NGEN Project Team with these responsibilities to the extent authorized. County staff will take the lead in all planning/acquisition activities (including development of site leases) that are not the responsibility of Harris.
- 6.2 CONTRACTOR may be requested by NGEN to provide additional assistance if environmental, zoning, permitting or planning conflicts arise and specialized expertise is needed. The NGEN Project Team will be responsible for paying all applicable fees and permits, as well as, any approved additional costs for such external site acquisition assistance.

Task 7 - Perform Periodic Site Inspections

- 7.1 CONTRACTOR shall ensure that pre-activity reports are provided and shall review and approve pre-activity reports prior to submitting them to the NGEN Project Team. The NGEN Project Team will distribute the reports to the appropriate stakeholders. Such pre-activity reports shall be available in advance of work activity taking place. CONTRACTOR shall use its best efforts to obtain timely information from Harris and ITD for pre-activity reports.

Information in pre-activity reports shall include, but is not limited to: summary of activities at the site, affected stakeholders and phone number of individual(s) to contact in the event of an issue affecting current users. CONTRACTOR expects that the NGEN Project Team, including Harris and ITD, will provide the necessary information for the pre-activity reports in a timely manner.

- 7.2 When requested, CONTRACTOR will ensure that Harris provides post-activity reports to document any significant unexpected issues that occur during site installation and site development. CONTRACTOR will review and submit post-activity reports to the NGEN Project Team to distribute to appropriate stakeholders.
- 7.3 When issues are identified that need addressing, CONTRACTOR shall manage and oversee corrective actions to ensure all necessary corrective plans have been made and work completed.

Task 8 - Supervise Acceptance Testing

When requested, CONTRACTOR shall:

- 8.1 Facilitate a preplanning meeting to review testing requirements and tasks prior to all ATP testing.
- 8.2 Review the Harris ATP reports that will be delivered under the phased implementation of the system.
- 8.3 Provide oversight of the proper functional, coverage and reliability testing of each phase of the NGEN Project as it is implemented.
- 8.4 Verify with NGEN Project Team that proper test procedures are followed, equipment is calibrated and test logs are properly completed.
- 8.5 Help and review procedures to ensure that the tests conducted by Harris and ITD are fair and statistically valid.
- 8.6 Ensure that the system meets all required acceptance tests before recommending that hold-back funds be released.

Task 9 - Facilitate Transition Planning Meetings and Support Cutover

When requested, CONTRACTOR shall:

- 9.1 Facilitate meetings with stakeholders involved in cutting over to the new system in order to develop a cutover schedule and task list.
- 9.2 Coordinate the Harris identified critical path items in the project schedule and coordinate with Harris and the NGEN Project Team to assign responsibilities for successful completion of cutover. This includes, but is not limited to, scheduling of provisioning and installation of subscriber equipment so that cutover may be completed on time with minimal cost.
- 9.3 Develop mitigation strategies for any anticipated challenges.
- 9.4 Provide support before, during and after the cutover of any new sites or systems.

Task 10 - Administer Change Control

- 10.1 CONTRACTOR shall review all change orders submitted by Harris and other vendors providing services to the project and present those change orders to the NGEN Project Team. This shall include CONTRACTOR's responsibility to either recommend approval and payment of change order or recommend an alternative approach.
- 10.2 CONTRACTOR shall provide timely responses to all issues related to project progress. CONTRACTOR staff shall be available to the NGEN Project Team during normal working hours as well as any times outside normal hours during which project activity such as, but not limited to, site installations are taking place.

Task 11 - Conduct Post Implementation Review

- 11.1 Once the implementation is completed, CONTRACTOR shall conduct a post implementation review with the NGEN Project Team to identify the strengths of the implementation as well as areas that could be improved.
- 11.2 CONTRACTOR shall review at each phase the installed system with the NGEN Project Team to verify that all documented requirements have been met and shall develop a punch list of items that should be addressed in the future.
- 11.3 CONTRACTOR shall review as-built drawings and documents to assess the actual configuration of the delivered system.
- 11.4 CONTRACTOR shall coordinate with the NGEN Project Team to verify that sufficient training has been provided and that the system and personnel are prepared for the ongoing support of the communications system.

Project Deliverables: Any reports or other deliverables required under this scope of work shall be submitted to the Department of Emergency Communications who is the Contract Administrator for this Agreement.

II. PAYMENT PROVISIONS

A. COMPENSATION/ PAYMENT

- 1) County shall pay an amount not to exceed \$240,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates:
 - (a) County shall pay CONTRACTOR based on a fixed monthly rate of \$20,000 per month.
 - (b) CONTRACTOR shall not be reimbursed for travel to Monterey County. In the event that CONTRACTOR is required to travel outside of Monterey County, CONTRACTOR may be reimbursed subject to approval in writing, in advance. When travel is reimbursed, CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
 - (c) With advance written approval of the County, CONTRACTOR shall be reimbursed for third party services and supplies procured on behalf of the project such as but not limited to services and supplies related to site or frequency acquisition.

- 2) CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B. CONTRACTOR'S BILLING PROCEDURES

- 1) CONTRACTOR shall invoice the County monthly after services have been provided.
- 2) County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- 3) No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- 4) County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- 5) DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.