

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
DELTAWRX, LLC  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:  
**Provide** project management and related services for the Monterey County Next Generation Radio System (NGEN) project.

**2.0 PAYMENT PROVISIONS.**

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 240,000.

**3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from July 15, 2015 to July 14, 2016, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:  
**Exhibit A Scope of Services/Payment Provisions**

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance,** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance,** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance,** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
William Harry - Director of Emergency Communications	Michael P. Thayer - Partner
Name and Title	Name and Title
1322 Natividad Road	21700 Oxnard Street
Salinas, CA 93906	Woodland Hills, CA 91367
Address	Address
831-769-8880	Office 818-227-9300 Cell 818-722-1745
Phone	Phone

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.



- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

**16.0 SIGNATURE PAGE.**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form<sup>1</sup>

By: \_\_\_\_\_  
County Counsel

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

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
Auditor/Controller

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

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

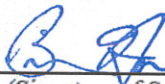
Date: \_\_\_\_\_

\_\_\_\_\_  
DELTAWRX, LLC  
Contractor's Business Name\*

By:   
\_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

Michael P. Thayer President  
\_\_\_\_\_  
Name and Title

Date: 8/17/2015

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Brian Hudson CFO  
\_\_\_\_\_  
Name and Title

Date: 8/17/2015

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**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](http://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.