

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 NGEN Project Team 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 - Administer Change Control

- 5.1 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.
- 5.2 CONTRACTOR shall provide timely responses to all issues related to project progress. CONTRACTOR staff shall be reasonably available to the NGEN Project Team during normal working hours.

Task 6 - Conduct Post Implementation Review

- 6.1 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.
- 6.2 CONTRACTOR shall review as-built drawings and documents to assess the actual configuration of the delivered 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 \$120,000 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 time and materials basis at a set rate of \$195 per hour.
 - (b) CONTRACTOR may be reimbursed for travel subject to approval in advance. When approved 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 detailing the number of hours worked, a short summary of the work performed, and the amount charged.
- 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.