

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, a Delaware corporation, 10260 Campus Pointe Drive, M/S R2C, San Diego, California 92121 ("Consultant").

WHEREAS, City requires assistance with the software and hardware maintenance and repair of the Port of Los Angeles Harbor Department's ("Port") Closed Circuit Television, access control and networking systems; and

WHEREAS, City requires the availability of technical support for these systems on a 24 hours a day, seven days a week basis; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in conducting preventative maintenance and service in order to minimize system down time; and

WHEREAS, Consultant possesses extensive experience in dealing with the maintenance and repair of the Port's Closed Circuit Television, access control and networking systems; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work").

B. Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or

other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Consultant acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted ("Subconsultants"). Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Executive Director's written request, Consultant shall supply City's Harbor Department ("Department") with all agreements between it and its Subconsultants.

II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Consultant, upon its request, all documents and papers in possession of City which may lawfully be supplied to Consultant and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article X (Termination) hereof.

C. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245

of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution by the Executive Director and shall be for an initial period of one (1) year, subject to the following:

1. The Executive Director has the option to renew the term of the Agreement for two (2) consecutive renewal periods of one (1) year each, for a total Agreement term not to exceed three (3) years from the effective date. Exercise of the option to renew shall be by written notice from the Executive Director to Consultant prior to the end of the current term of the Agreement; or
2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days notice in writing of its election to cancel and terminate this Agreement.

IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Consultant is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

V. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Five Million Dollars (\$5,000,000).

C. Consultant shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Consultant and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. _____ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

(Consultant's Signature)

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article VIII of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/MBE/WBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for

improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section
Harbor Department, City of Los Angeles
P.O. Box 191
San Pedro, CA 90733-0191

VI. RECORDKEEPING AND AUDIT RIGHTS

A. Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article VI shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

VII. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not

represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

VIII. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See Exhibit D.

IX. INDEMNIFICATION AND INSURANCE

A. Indemnity for General Liability

Except for the sole negligence or willful misconduct of City, Consultant shall at all times indemnify, protect, defend, and hold harmless City and any and all of its boards, officers, agents, or employees from and against all claims, charges, demands, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its boards, officers, agents, and/or employees by reason of any damage to property, injury to persons, or any action that may arise out of the performance of this Agreement that is caused by any act, omission, or negligence of Consultant, its boards, officers, agents, employees, or Subconsultants regardless of whether any act, omission, or negligence of City, its boards, officers, agents, or employees contributed thereto; provided that (1) if the City contributes to a loss, Consultant's indemnification of the City for the City's share of the loss shall be limited to One Million Dollars (\$1,000,000), (2) notwithstanding the limitation in (1), Consultant shall remain responsible for one hundred percent (100%) of any loss attributable to it, and (3) the provisions in (1) and (2) apply on a per-occurrence basis.

B. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverages within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any

deductible or retention, said insurance shall contain a defense of suits provision. Each policy shall contain an additional insured endorsement naming the City of Los Angeles Harbor Department, its boards, officers, agents, and employees and a 30-day notice of cancellation by receipted mail as shown in Exhibit E.

C. Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement automobile insurance within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. Each policy shall contain an additional insured endorsement naming the City of Los Angeles Harbor Department, its board, officers, agents, and employees and a 30-day notice of cancellation by receipted mail as shown in Exhibit F.

D. Workers' Compensation

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Consultant shall submit Workers' Compensation policies, whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. See Exhibit G.

E. Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

F. Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days' prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

////

////

G. Copies of Policies

Two certified copies of each policy containing the additional insured and 30-day cancellation notice language shall be furnished to Executive Director. Alternatively, two duplicate original additional insured endorsements on forms provided by the Department, as indicated above, may be submitted. The form of such policy or endorsement shall be subject to the approval of the Risk Manager of the Department.

H. Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

I. Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall furnish to Executive Director a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

J. Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.

5. Consultant provides the name and address of its claims administrator.
6. Consultant submits a Financial Statement or Balance Sheet prior to Executive Director's consideration of approval of self-insurance and annually thereafter evidence of financial capacity to cover the self-insurance.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

K. Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

X. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Consultant ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional consultants or perform the services described in this Agreement either during or after the term of this Agreement.

XI. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that

Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Article I. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

XII. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit H.

XIII. SMALL BUSINESS DEVELOPMENT PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE) and Minority-Owned, Women-Owned and all Other Business Enterprises (MBE/WBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit I.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered with the Department's Contracts Management Database, *e-DiversityXchange*.

XIV. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this

Agreement, City may immediately terminate this Agreement by giving written notice thereof.

XV. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XVI. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XVII. TRADEMARKS, COPYRIGHTS, AND PATENTS

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

XVIII. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any

nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

XIX. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

XX. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of Homeland Security, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

XXI. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares

that its authorized TIN is 95-3630868. No payments will be made under this Agreement without a valid TIN.

XXII. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

XXIII. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or Subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

XXIV. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit J.

XXV. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and

prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

XXVI. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

XXVII. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

XXVIII. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

XXIX. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

XXX. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

XXXI. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

XXXII. EXHIBITS; ARTICLES

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

/////

/////

/////

/////

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

Dated: 1/11/10

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By [Signature]
Executive Director

Attest: Rose M. Dwarshak
Secretary

SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

Dated: 9/15/2009

By Debra D. Bauer

Debra D. Bauer
(Print/type name and title)
Sr. Contracts Representative

Attest: Douglas E. Scott
EVP / General Counsel
(Print/type name and title)
Douglas E. Scott

APPROVED AS TO FORM, 10/1, 2009
CARMEN A. TRUTANICH, City Attorney

By [Signature]
HEATHER M. McCLOSKEY, Deputy

Account #	54286	W.O. #	
Ctr/Div #	0430	Job Fac. #	
Proj/Prog #	640		
Budget FY:		Amount:	
2009-2010		\$1,000,000.00	
2010-2011		\$2,000,000.00	
2011-2012		\$2,000,000.00	
TOTAL		\$5,000,000.00	

For Acct. Budget Use Only

Verified by: _____

Verified Funds Available: _____

Date Approved: _____

EXHIBIT A

Scope of Work

Consultant shall perform professional, expert and technical services utilizing a combination of time-and-material and fixed price Project Directives. Emergency corrective maintenance shall be performed when authorized in writing by the Director of Homeland Security or his designee on a time-and-material basis utilizing the labor rates provided in Exhibit B - Table 5. All other tasks shall be performed as authorized in writing by the Director of Homeland Security or his designee on a fixed price Project Directive basis.

Definitions

1. Port of Los Angeles Homeland Security Division – Director of Homeland Security (POLA DHS).
2. Prime Contractor - Science Applications International Corporation (Consultant).
3. Prime Contractor's subcontractors - Tech/Knowledge, Inc., Metro Video Systems, North Star Security Systems, Inc., and KAL Architects (Consultant's Team).
4. CCTV, Access Control, and Networking Hardware and Software Repair and Maintenance (Maintenance Contract).
5. Statement of Work (SOW).
6. Firm Fixed Price (FFP).
7. A Project Directive shall result from a request for work by the Director of Homeland Security or his designee; a written FFP quote submitted by the Consultant; and a final fixed price and schedule negotiated between POLA and the Consultant resulting.
8. Port of Los Angeles Waterside Security Surveillance System (P1); delivered by SAIC.
9. Port of Los Angeles Facility Security Enhancements (P2); delivered by Adesta.
10. Port of Los Angeles Passenger Complex Perimeter Security/Control (P4); delivered by Adesta.
11. Closed circuit television system (CCTV).
12. Los Angeles Port Police central monitoring station (CMS).

Scope of Work

The project requirements generally described in the following tasks are to be performed by the Consultant when authorized by POLA DHS by written Project Directives. Project Directives may include a scope of work that differs from the general descriptions that follow – in those cases the Project Directive Scope of Work shall take precedence:

Task 1: Project, Technical and Field Support Management

- a. The Consultant is responsible for planning, monitoring, and controlling technical, cost and schedule performance.
- b. The Consultant's Project Manager shall provide project management oversight of the Consultant's Team and the on-site Field Support Manager.
- c. The Consultant's Field Support Manager shall provide the following services on a Monday-Friday, normal business hours bases:

- CCTV System and Access Control System: Manage user accounts for System Administrator's access to all security system operating software/hardware components (add, delete, modify), add components to system, modify system parameters if required; create and maintain component maps; perform software upgrades when required; delete components from system (only if required); modify fixed camera field of view (only if required); create and maintain Analytic rules and monitor systems logs and database backups; resolve operational issues (troubleshooting), and schedule and maintain tape backup system.
 - Network: Maintain routing table; configure additional switches/routers as required; backup switch/router configurations; IP address management; add/configure/modify wireless radios and network components as required; monitor network performance using tools such as SNMP and Cisco Works; perform network troubleshooting when required; and provide network and computer security.
 - Responsible for providing consulting, oversight and integration support of existing hardware, software, network configurations, and new system initiatives for all sites within area of responsibility.
 - Install software/firmware maintenance releases for Verint, AMAG, Cisco, components, and other systems.
 - Assist in the development of, and ensure adherence to, area-wide procedural/policy changes, including preventive maintenance procedures.
 - Work with POLA staff in a technical support role and acts as a knowledge resource for complex system issues.
 - Serve as technical escalation point for POLA staff in resolving and troubleshooting system problems.
 - Research technical issues to provide guidance and/or recommendations for problem resolution.
 - Make recommendations on adaptation of new technologies to enhance support services.
 - Maintain a database of site hardware, software and network configurations for use in designing optimal solutions for system upgrades. Assists sites in maintaining site inventories and training on inventory procedures.
 - Provide remote diagnostic support services to sites within area of responsibility.
 - Provide roving site support to backfill for vacations, illnesses, or during peak workload conditions
 - Assist each site within area of responsibility in database administration activities including resolving database integrity issues, constructing difficult data retrievals, and configuring databases.
 - Act as technical advisor to ensure compliance with all agency/customer requirements.
 - Assist in oversight of on-site activities by Consultant's subcontractors.
 - Interface with Consultant's support staff, POLA staff, and others regarding technical issues.
 - Periodic (periodicity to be determined by the Port) backup of the security system application preferences and hardware configurations shall be scheduled and stored off-site (off-site location to be determined).
- d. Consultant's Field Support Manager shall ensure that a complete asset inventory of all systems and components to be maintained is compiled. As P2 and P4 maintenance is added to the contract the same asset inventory shall be compiled for those systems.

- e. Once the asset inventory is completed, the Consultant's Field Support Manager shall ensure that the manufacturer's recommended maintenance and intervals for each item is researched and kept in a master procedure database and made available to all personnel.
- f. Consultant's Field Support Manager shall consolidate the recommended preventative maintenance plans that have been or will be developed for P1, P2 and P4 security projects, modify the consolidated plan based on knowledge and experience of consultant's subcontractors, and develop a Master Maintenance Schedule for submission by Consultant's PM to POLA DHS for approval. Once approved, the schedule will be maintained and updated monthly for a record of maintenance accomplished and planned.
- g. When authorized by POLA DHS Project Directive, the Consultant's PM and Chief Engineer shall review all maintenance activities with the Port on a periodicity to be determined by POLA DHS with the goal of identifying opportunities to both reduce the number of failures as well as control costs. Reports shall be provided in both electronic and soft copy formats.
- h. When authorized by POLA DHS Project Directive, the Consultant's PM and Chief Engineer shall work with the Port's PM to set maintenance procedures and policies. As much as possible these procedures and policies will be developed to meet the problem resolution and the emergency and routine response times as outlined in RFP with POLA DHS preapproved response scenarios to reduce the amount of discussion necessary between the POLA DHS PM and the Consultant before taking actions to restore the system.

Task 2: Provide a Call Center

- a. When authorized by POLA DHS Project Directive, Tech/Knowledge shall provide a 24/7/365 voice call center. The call center will generate trouble tickets, dispatch personnel, track ticket progress, and provide reports. The call center shall utilize an escalation process to apply additional resources to resolve those problems requiring greater technical expertise. The one-time startup cost for initial setup of the call center shall include setting up a POLA DHS account with a call center contact phone number, defining the call center standard operating procedures and escalation lists, developing the call center web-accessible database, and training the customer service representatives on POLA specific policies and procedures. The escalation process allows key personnel to involve themselves only as required. Should the on-call service technician be unable to satisfactorily resolve the trouble ticket, additional resources at his/her company will be engaged to offer technical assistance. Larger problems involving system-level issues or the inability of one of the Consultant's team members to quickly resolve the problem shall result in escalation to the Consultant's Project Manager. The voice system shall be made available upon contract execution.
- b. The web-based system shall provide the venue for tracking all service requests on the system, maintaining a complete maintenance history for each component and full asset tracking. The web-based system requires one-time development and shall be made available within four to six weeks after contract execution. Daily backup of the

call center database shall be scheduled. The web-based system is composed of and provides the following:

- Configuration Management – electronically maintains software version updates; firmware version updates; equipment serial numbers; device passwords; drawing package additions and redlined revisions; and device unique configuration parameters. Benefits – unifies all security projects in a single System Configuration Master; secure Web 2.0 access via intranet; and real-time access for POLA and Consultant managers and maintenance personnel.
- Spare Parts and Logistics – electronically maintains spare parts inventory and status in the asset database; RMA status; and shipping and asset tracking. Benefits – consolidates spare parts management for all security projects; updates inventory automatically; provides trending analysis of component failures and real-time access for POLA and Consultant managers and maintenance personnel.
- Documentation Management – electronically maintains As-Built drawings; operator's manuals; maintenance manuals; training manuals and materials; new design drawings; document updates; drawing updates; and configuration management. Benefits – unifies documentation from all security projects into a single database; consolidates documentation into single drawing tree; documentation copies can be requested through Call Center; and real-time access for POLA and Consultant managers and maintenance personnel.
- Asset Management – record asset properties (description, purchase date, price, and serial number); track maintenance performed and changes (e.g., firmware updates) to each asset; create reports of missing or discarded assets; create "to do" lists for required future asset maintenance; enable authorized maintenance personnel to "sign out" assets; track the location of each asset; generate reports (e.g., all assets from a particular vendor). All data shall be fully integrated, so it will not generally be necessary to make entries in multiple places.
- The web-based database shall permit periodic monitoring of the completion status of all maintenance actions and will quickly reveal when the deference of preventative (or corrective) maintenance actions is becoming an issue, thereby allowing the consultant to reassign tasks or temporarily assign additional resources to resolve the pending maintenance action delinquencies.
- Reports from the web-based system shall be provided to the Director of Homeland Security in both electronic and hard copy formats on a frequency to be determined by POLA.

Task 3: Provide Preventative Maintenance

- a. Preventative maintenance shall be logged with the call center for inclusion in the database. The logging will provide the visibility, scheduling, tracking, recordkeeping, and reporting necessary for an effective maintenance program. Preventative maintenance shall be scheduled for off peak hours (as defined by the Director of Homeland Security with input from the tenants) at offices, terminals, and other facilities. Preventative maintenance items that are deferred, whether by higher priority needs or site access issues, will be reported as incomplete. Incomplete or late trouble tickets shall be tracked and reported in the call center database. The need for special lifts, cranes or scaffolding to reach elevated equipment, special events, and changes in the threat level may all interfere with planned maintenance activities. Planned preventative maintenance activities that are postponed shall be rescheduled as soon as practicable and in any case not so long as to risk equipment

failure. A list of facility points of contact and special access requirements has been or will be generated by P1, P2 and P4. The Consultant will consolidate and distribute copies to the Consultant's Team.

- b. When authorized by POLA DHS Project Directive, Metro Video Systems shall provide preventative maintenance for the following installed systems on a frequency to be determined by the Director of Homeland Security or his designee and shall be responsible for logging the maintenance activity in with the call center:
 - CCTV – Pelco and FLIR.
 - Video Control and Management (Verint software and hardware components; Verint Nextiva; and Vbrick MPEG4 decoders).
 - Networking system – wired (switches, routers and copper and fiber LAN) and wireless (licensed and unlicensed).
 - Uninterruptible power supplies and solar panels.
 - Workstations/Servers at the CMS and P2/P4 sites.
- c. When authorized by POLA DHS Project Directive, NorthStar Security Systems shall provide preventative maintenance for the following installed system on a periodicity to be determined and shall be responsible for logging the maintenance activity in with the call center:
 - Access Controller: Access Control System (software and hardware components).
- d. When authorized by POLA DHS Project Directive, SAIC shall provide preventative maintenance for the following installed systems on a periodicity to be determined and shall be responsible for logging in the maintenance activity with the call center:
 - Storage device (tape library Sun Microsystem and Nexsan SATAbeasts)
 - Operating system – Microsoft Windows.
 - Diesel generator maintenance on a periodicity to be determined of STH and 300 Water Street (diesel specialist contract) – when authorized by the POLA DHS Project Directive.
 - Tier 2 support to both Metro Video Systems and NorthStar Security Systems as necessary.
 - Tier 3 onsite support from vendors and manufacturers shall be provided as necessary to resolve any issue that cannot be resolved by telephone.

Task 4: Provide Corrective Maintenance

- a. Corrective maintenance shall be performed on a time and material basis. Corrective maintenance actions shall be entered into the call center database and scheduled for the appropriate service technician. Response times for corrective maintenance actions shall be as follows:

Emergency – calls that warrant immediate repair, as determined by the Director of Homeland Security or his designee, shall require that a qualified service representative arrive on site within two hours from the time the call is acknowledged by the service representative via telephone.

Routine – calls as determined by the Director of Homeland Security or his designee shall be acknowledged by phone within one hour from the time the call is received by the service representative via telephone and, at the discretion of the Director of Homeland Security, response may be deferred to the start of the following business day.

The Consultant shall coordinate site access with tenants, Port Police, Caltrans, and other entities as required in order to access security system equipment. In the event that a defective piece of equipment cannot be repaired onsite, it shall be replaced with a part from the ready spares. If a repair part is not available, the required part shall be procured. The maintenance procedures and policies developed and pre-approved by POLA's Project Manager will guide both the corrective maintenance actions and the use of ready spares and their replacement by the Consultant. Emergency and Routine response times shall be followed for corrective maintenance to accomplish system restoration as soon as possible. In some cases, where a spare part is required but not available for the corrective maintenance action, the corrective action time to repair will be impacted. In the case of an Emergency that warrants immediate repair, extraordinary action shall be utilized to procure the required parts and to affect the repair. Those extraordinary actions shall be governed by the POLA DHS pre-approved response scenarios.

- b. Metro Video Systems shall provide corrective maintenance for the following installed systems and shall be responsible for logging completion of the maintenance activity with the call center:
 - CCTV – Pelco and FLIR.
 - Video Control and Management (Verint software and hardware components; Verint Nextiva; and Vbrick MPEG4 decoders).
 - Networking system – wired (switches, routers and copper and fiber LAN) and wireless (licensed and unlicensed).
 - Uninterruptible power supplies and solar panels.
 - Workstations/Servers at the CMS and P2/P4 sites.
- c. NorthStar Security Systems shall provide corrective maintenance for the following installed system and shall be responsible for logging completion of the maintenance activity with the call center:
 - Access Control System (software and hardware components).
- d. Consultant shall provide corrective maintenance for the following installed systems and shall be responsible for logging completion of the maintenance activity with the call center:
 - Storage device (tape library Sun Microsystem and Nexsan SATAbeasts).
 - Operating system – Microsoft Windows.
 - Tier 2 support to both Metro Video Systems and NorthStar Security Systems as necessary.
 - Tier 3 onsite support from vendors and manufacturers shall be provided as necessary to resolve any issue that cannot be resolved by telephone.

Task 5: Maintain Ready Spares

- a. Spares purchased under the P1, P2 and P4 contracts shall be used by POLA to provision an initial set of spare parts for this Agreement. POLA shall provide appropriate storage space for the spare parts.
- b. When authorized by POLA DHS Project Directive, Consultant shall inventory the spare parts and add the consolidated list to the database maintained by the call center.
- c. CCTV, Video Control and Management, Networking System, UPS spare parts shall be stored and maintained by Metro Video in a secure storage area to be determined.
- d. Access Control System spare parts shall be stored and maintained by North Star in a secure storage area to be determined.
- e. It is anticipated that the consolidated spare parts provided by P1, P2 and P4 will be insufficient to meet the system availability and time-to-repair goals of POLA. The Consultant, after receiving input from the Consultant's Team and the Director of Homeland Security or his designee, shall propose a priced list of additional spare parts to be procured for POLA's purchase consideration.
- f. Spare parts procurement authorized by the Director of Homeland shall be placed on order by the Consultant with a mark-up of 12%. Spare parts procured shall be placed into the secure spare parts storage and the asset database updated.
- g. When authorized by POLA DHS Project Directive, the Consultant shall coordinate and facilitate any required off-site factory service of failed components. With POLA DHS concurrence, a decision will be made to discard the failed equipment and procure a new part to restock the ready spares or to send the failed equipment to the factory for repair or refurbishment, and upon return placed in the ready spares for future use. The Consultant shall obtain a Returned Merchandise Authorization (RMA) from the factory if repair of the part/equipment is the agreed disposition. The Consultant shall prepare the part/equipment for shipping, ship it, track and confirm receipt at the factory, return to stock, and maintain status in the asset database.

Task 6: Provide Configuration and Documentation Control

- a. The POLA DHS shall provide the Consultant with the following documents and drawings 60 days in advance of the start of maintenance activity on P2 and P4 installed systems:
 - P2 and P4 Operations and Maintenance Manuals – electronic versions.
 - P2 and P4 Operations and Maintenance training syllabus and slides suitable for reproduction.
 - List of spares parts procured by Adesta under the P2 and P4 contract.
 - List of cameras, types, installation locations for P2 and P4; Access Control System sites and equipment procured and installed under P2; and transmission equipment and sites for P2 and P4.

- P2 and P4 100% Drawing package; As-Built Drawings; and Red-lines.
- P2 and P4 equipment/vendor manuals for installed equipment.
- P2 and P4 preventative maintenance schedules/plans.
- P2 and P4 list of software and version numbers and licenses installed.
- P2 and P4 Final SCD.
- P2 and P4 keys for all locks and security screws installed.
- P2 and P4 list of site contacts and special access requirements.
- P2 and P4 final list of equipment installed; where purchased (vendors); and warranty expiration dates.
- P2 and P4 Transmission Plan.

Task 7: Provide Training

- a. It is anticipated that training will be required for new operators, new system capabilities, and significant system configuration changes.
- b. When authorized by POLA DHS Project Directive, the Consultant shall consolidate the existing training manuals and materials submitted for P1, P2 and P4.
- c. When authorized by POLA DHS Project Directive, the Consultant shall develop new training materials as required by new system capabilities and significant system configuration changes.
- d. When authorized by POLA DHS Project Directive, the Consultant shall provide training to operators or other POLA staff as designated by the Director of Homeland Security. Training venue and equipment necessary to conduct the training shall be provided by POLA.

Task 8: Equipment Replacements, Enhancements and Warranty

- a. Eventually the current system may become obsolete. This includes software and hardware related to the anticipated move to the new Port Police Headquarters building. When authorized by POLA DHS Project Directive, the Consultant shall facilitate the implementation of any new technological hardware updates or changes required as a result of the move or as a result of the need to enhance the system's performance or add to the system's overall capabilities per direction from the Director of Homeland Security.
- b. Whenever upgrades are authorized by the Director of Homeland Security or his designee, the Consultant shall, when authorized by POLA DHS Project Directive:
 - Evaluate the need for any system software or hardware changes and determine the advantages, disadvantages, and risks the upgrade will have on the system. This approach shall be applied to all upgrades or changes where obsolescence, version, maintenance, additions, improvements, and modifications are involved.
 - Provide and install any hardware or software changes once it is determined that the upgrades or enhancements are of value to POLA and authorized by the Director of Homeland Security.
 - Document configuration changes.
 - Warrant all newly purchased and installed hardware and software materials and workmanship for a period of one year.

- Warrant all workmanship and materials for additional work for one year. The start of the warranty period for additional work shall be as agreed and defined in the Project Directive provided by POLA.

Task 9: Technology Refresh Working Group

- a. This group may meet on a periodicity to be determined by the Director of Homeland Security or his designee. It may be attended by representatives from POLA and the Consultant's Team, when authorized by POLA DHS Project Directive. Discussion topics may include, but not be limited to:
 - Communication issues, maintenance performance issues; tenant issues with regard to access or cooperation – both Port and Consultant open forum for discussions on how to improve the maintenance product and correct any shortfalls noted.
 - Recommend upgrades, software releases and new technology.
 - End of life notification.
 - End of support notification.
 - Capability evaluations and tradeoffs.