

AGREEMENT NO.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
CYRUN

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 CYRUN, a California corporation, with its principal place of business located at 125 Water Street, Suite A2, Santa Cruz, CA 95060 ("Consultant").

WHEREAS, City requires a Computer Aided Dispatch/Records Management System (CAD/RMS) and Mobile Data Computer Network (MDCN); and

WHEREAS, this system will allow the Port Police Division to manage dispatch incidents, exchange data with field units and other systems, create and maintain data on crime reports, arrests, field interviews, traffic accident reports, traffic citations, and related reporting functions; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist the City in increasing its efficiency and data analysis and reporting capabilities by transitioning these processes which are currently handled manually, into a CAD/RMS and MDCN; and

WHEREAS, Consultant possesses extensive experience in dealing with providing equipment, software, design services, system configuration, implementation, and training for similar systems for entities of comparable size and projected transaction volume; 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:

0. INCORPORATION OF PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT ("SLA") INCLUDING EXHIBITS THERETO AND PRECEDENCE OF MAIN AGREEMENT

Attached and incorporated hereto as Exhibit 1 is a Professional Services and Software License Agreement ("SLA") including related exhibits between City and Consultant. To the extent that any terms and conditions in the SLA are inconsistent

with the terms and conditions in this main Agreement, the terms and conditions of the main Agreement take precedence.

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 more specifically set forth in the SLA including the Statement of Work attached thereto as Exhibit C ("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 Consultant 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. Consultant shall not be responsible for any taxes based on City's income, sales or revenues.

C. Consultant acknowledges and agrees that it lacks authority to perform any services on behalf of City 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. Obligations of this Agreement, whether undertaken by Consultant or third parties with whom Consultant has contracted ("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 the written request of the Executive Director of the Harbor Department of the City ("Executive Director"), Consultant shall supply City's Harbor Department ("Department") with copies of all agreements between Consultant 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. 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. City acknowledges that to the extent Consultant's access to premises of the Department is for any reason restricted by the Department, the timing and successful delivery of the Project (as defined in the SLA) may be negatively impacted and that Consultant shall not be responsible for any such delays in delivery or performance of the Project to the extent attributable to Department's restriction of access.

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 the Agreement is executed by the Executive Director, and shall continue until the earliest of the following occurs:

1. The term of the Enterprise Support and Maintenance Agreement as set forth in Exhibit D to the SLA has expired;

or

2. Three (3) years have lapsed from the effective date of this Agreement

or

3. 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. If City terminates this Agreement pursuant to this Section III.B.3, City shall pay Consultant as of the date of termination for (1) milestones completed, on a percentage completion basis for uncompleted milestones, (2) any and all amounts due and payable pursuant to the SLA, and (3) for all equipment received prior to termination.

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 hereunder in any fiscal year in which the Board does not appropriate funds therefor. 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 therefor 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 E ("Milestone Payments") to the SLA.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit E to the SLA), shall be Two Million Five Hundred Thirty-Seven Thousand Nine Hundred Seventy-Eight and 81/100 Dollars (\$2,537,978.81).

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. The Department will employ its best efforts to pay all invoices submitted pursuant to Section V.C. above within thirty (30) days of the date the applicable invoice was submitted.

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 3) 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 during normal business hours and upon reasonable notice 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 4.

IX. INDEMNIFICATION AND INSURANCE

A. Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses,

including, but not limited to, attorney's fees (both in-house and outside counsel) and costs of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

B. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **Track4LA™** at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

C. 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 coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) 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 retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be in 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 and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

D. Intentionally omitted.

E. Workers' Compensation and Employer's Liability

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 Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. 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. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

F. 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.

G. 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.

H. Modification of Coverage

Executive Director, at his or her discretion, based upon the reasonable 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 direct its insurance broker or agent to submit to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> 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 relating to such accident or occurrence 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. If City terminates this Agreement pursuant to this section, City shall pay Consultant for (1) milestones completed, on a percentage completion basis for uncompleted milestones, (2) any and all amounts due and payable pursuant to the SLA, and (3) for all equipment received prior to termination.

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 conflicts 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 5.

XIII. SMALL/VERY 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 6.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

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. [Intentionally Omitted]

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 Port Police, 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 77-0413859. 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 7.

XXV. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Consultant and/or any Subconsultants are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising by Consultant and any Subconsultants for certain elected City officials or candidates for elected City office. Consultant and any Subconsultants shall comply with these limitations wherever applicable. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

XXVI. 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.

XXVII. INTEGRATION

This Agreement and the SLA, including all exhibits and schedules attached hereto and thereto, 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 AS DESCRIBED HEREIN.**

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

Change Orders as addressed in the SLA, Exhibit 1, which increase or decrease the price by One Hundred and Fifty Thousand Dollars (\$150,000) or less in any one authorization may be approved by the Chief Information Officer of the Harbor Department with approval of the Executive Director. Change Orders which increase or decrease the price by more than One Hundred and Fifty Thousand Dollars (\$150,000) in any one authorization must be approved by the Board of Harbor Commissioners. In no event shall Change Orders result in compensation being paid above the total not-to-exceed amount set forth in this Agreement, Section V.B.

XXXII. 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.

XXXIII. 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.

XXXIV. SOFTWARE ESCROW

No later than fourteen (14) days after going live with the System (as defined in the SLA), Consultant and City shall enter into an Escrow Agreement, in substantially the

form attached as Exhibit 2 hereto, with such software source code escrow agent as may be reasonably required by the City and acceptable to Consultant.

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

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

Dated: _____

By _____
Executive Director

Attest: _____
Secretary

CYRUN

Dated: 11/19/2012

By 

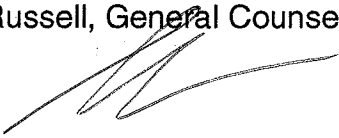
SMRANTA BHATNAGAR / CHIEF EXECUTIVE
(Print/type name and title) C.E.O.

Attest 

DARRELL WERRA VP CLIENT SERVICES
(Print/type name and title)

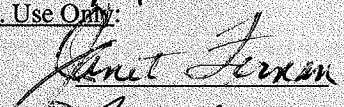
APPROVED AS TO FORM AND LEGALITY

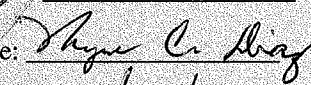
1/26, 2012
CARMEN A. TRUTANICH, City Attorney
Thomas A. Russell, General Counsel

By 
SIMON M. KANN, Deputy

Account #	<u>54510</u>	W.O. #	<u>25000</u>
Ctr/Div #	<u>1179</u>	Job Fac. #	<u>63500</u>
Proj/Prog #	<u>641</u>		
Budget FY: Amount:			
	<u>2012</u>		<u>2,537,978.51</u>
	TOTAL		2,537,978.51

For Acct/Budget Div. Use Only:

Verified by: 

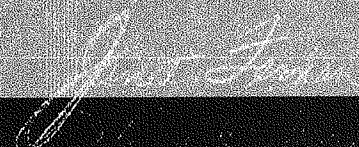
Verified Funds Available: 

Date Approved: 1/25/2012

Rev. 07/08/11

1 **CYRUN**

POWERING PUBLIC SAFETY



Security powered by information

**Professional Services
and
Software License Agreement**

Between

Los Angeles Harbor Department

and

Cyrun

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

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PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

**PROFESSIONAL SERVICES AND
SOFTWARE LICENSE AGREEMENT**

INTRODUCTION

This Professional Services and Software License Agreement is made and entered into as of _____, 2012 (“**Effective Date**”), by and between the City of Los Angeles, acting by and through its Board of Harbor Commissioners (also known as the Port of Los Angeles and referred to herein as “**Customer**” or “**City**”), with its principal place of business at 425 S. Palos Verdes Street, San Pedro, CA 90731, and Cyrun, a California corporation, with its principal place of business at 125 Water St., Suite A2, Santa Cruz, California 95060 (“**Cyrun**”).

RECITALS

1.0 WHEREAS, Customer desires to procure a fully integrated Public Safety Information System incorporating the modules listed in the Costs Sheet attached hereto as Exhibit A, Costs Sheets; Pricing, and at the associated costs described therein; and

2.0 WHEREAS, the parties wish to enter into this Agreement pursuant to which Cyrun shall provide the System and perform professional services to install and implement the System.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

AGREEMENT

1.0 DEFINITIONS

The following definitions apply to the terms used within this Agreement:

1.1 “Calendar Days.” Unless specifically stated otherwise, all references to days in this Agreement refer to calendar days.

1.2 “Change Order.” The term “Change Order” refers to a mutually agreed to written order executed by both parties amending this Agreement, the Support and Maintenance Agreement (as defined in Section 5.2) and/or any future Statement of Work.

1.3 “Agreement.” The term “Agreement” refers to this Professional Services and Software License Agreement and its Exhibits.

1.4 “Agreement Documents.” The term “Agreement Documents” collectively refers to this Agreement and all attached exhibits.

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 1.5 “Customization Modification.” The term “Customization Modification” refers to a
2 modification to the System’s Source Code, which provides new or improved functions or features to
3 address specific Customer requirements that have been requested by Customer in writing.
4

5 1.6 “Cyrun Application Software.” The term “Cyrun Application Software” means any
6 software owned and licensed by Cyrun and installed as a part of the System, whether in machine
7 readable or printed form, including any Customization Modifications, or Updates, and all related
8 Documentation. The term may be used as representative of all Cyrun Application Software and
9 modules or subcomponents thereof (i.e., modules, interfaces).
10

11 1.7 “Defect.” With respect to the System, the term “Defect” means any reproducible
12 error, failure, deficiency, or any other unacceptable variance of the Cyrun Application Software to
13 fully conform to the terms of this Agreement and the warranties described herein.
14

15 1.8 “Derivative Works.” The term “Derivative Works” means, with respect to any Cyrun
16 Application Software, any translation, abridgement, revision, modification, recasting, transformation,
17 or adaptation of the Source Code of such Cyrun Application Software.
18

19 1.9 “Documentation.” The term “Documentation” means all written, electronic, or
20 recorded works that describe the use, features, or functional capabilities of the Cyrun Application
21 Software, including, without limitation, all end user manuals, training manuals, guides, program
22 listings, data models, flow charts, logic diagrams, and other materials related to or for use with the
23 Cyrun Application Software.
24

25 1.10 “Final System Acceptance Testing.” The term “Final System Acceptance Testing”
26 means when Cyrun has issued a written notice that the System is operational to Customer indicating
27 all terms and conditions of this Agreement have been successfully completed by Cyrun and that the
28 System is ready for Final System Acceptance Testing.
29

30 1.11 “Hardware.” The term “Hardware” means all hardware, equipment and other tangible
31 non-Software items supplied to Customer by Cyrun under this Agreement.
32

33 1.12 “Interface.” The term “Interface” means any interface (API) to another software
34 system (e.g., JDIC, CAD, RMS) that was not purchased or listed in Exhibit A. These
35 interfaces with be handled by a Change Order as described in Section 11.
36

37 1.13 “Productive Use.” The term “Productive Use” means the ability to use a majority of
38 the major subsystems in a live environment.
39

40 1.14 “Products.” The term “Products” means all Software and all Hardware defined in
41 Exhibit A.
42

43 1.15 “Project.” The term “Project” refers to Cyrun’s obligation under this Agreement to
44 develop, supply, install, configure, test and implement the System.
45

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 1.16 “Project Schedule.” The term “Project Schedule” means the mutually agreed to
2 project schedule contained in Exhibit B, Project Schedule, for the implementation of the System.

3
4 1.17 “Services.” The term “Services” means the services defined in Exhibit A.

5
6 1.18 “Software.” The term “Software” means: (a) all Cyrun Application Software; (b) all
7 Third-Party Software to be supplied by Cyrun under this Agreement; and (c) all Customization
8 Modifications and Updates to any Cyrun Application Software as may be approved by the Customer.

9
10 1.19 “Source Code.” The term “Source Code” means the human readable form of the
11 Cyrun Application Software and all algorithms, flow charts, logic diagrams, structure descriptions or
12 diagrams, data format or layout descriptions, pseudo-code, and code listings (including comments).

13
14 1.20 “System.” The term “System” means the fully integrated Public Safety Information
15 System, including the following subsystems: (a) a Computer Aided Dispatch System (CAD)
16 including its related components and interfaces, (b) a Records Management System (RMS)
17 including its related components and interfaces, and (c) a Field Officer Reporting System (FOR)
18 including its related components and interfaces, procured by Customer pursuant to this Agreement.

19
20 1.21 “System Administrator Documentation.” System Administrator Documentation refers
21 to that portion of the Documentation addressing the operation and maintenance functions of the
22 installed Cyrun Application Software.

23
24 1.22 “Third-Party Software.” The term “Third-Party Software” means the software to be
25 supplied under this Agreement that is purchased or licensed by Cyrun directly from any source
26 external to Cyrun for use with or that is integrated into the System.

27
28 1.23 “Updates.” The term “Updates” means maintenance modifications, improvements,
29 additions, and corrections to the Products and/or related Documentation, including fixes, patches,
30 new releases and new versions that Cyrun makes generally available to Customer with or without an
31 additional fee.

32
33 1.24 “Warranty Period.” The term “Warranty Period” means (a) with respect to Cyrun
34 Application Software the thirty (30) day period following the date of Final System Acceptance
35 Testing by the Customer, and (b) with respect to Third-Party Software and Hardware, the applicable
36 warranty period provided by the respective manufacturer upon installation.

37 38 **2.0 GENERAL DESCRIPTION OF SERVICES**

39
40 2.1 “Supply, Installation, and Implementation.” Cyrun shall act as the prime for this
41 Agreement and as such shall be solely responsible for the delivery and installation of the System as
42 described in Exhibit C, Statement of Work, and as required by Customer’s request for proposal, and
43 within the time frame specified in Exhibit B, Project Schedule. No changes in this Agreement or any
44 other agreements and/or sub-agreements related to this Agreement will be allowed except pursuant to
45 Section 11.0, Changes and Extra Services.

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 2.2 Transition. Cyrun will work with Customer to ensure a smooth and efficient transition
2 from Customer's current systems to the System and to minimize disruption to current operations.

3
4 **3.0 LICENSE**

5
6 3.1 Grant of License. Subject to Section 3.3 and Final System Acceptance Completion,
7 Cyrun grants to Customer a nonexclusive, nontransferable, perpetual license to use all Cyrun
8 Application Software provided under this Agreement per the user licensing allocation as identified in
9 Exhibit A, Costs Sheet; Pricing. This license shall be to: (a) operate the System (excluding Third-
10 Party Software the licenses for which are discussed below); (b) conduct internal training and testing;
11 and (c) perform disaster recovery, backup, archive and restoration, testing, and implementation.

12
13 The license for each Cyrun Application Software product or module will become effective on
14 the date the product or module is first installed at Customer's facility. Customer may use Cyrun
15 Application Software on any Cyrun approved equipment exclusively at Customer's facility and may
16 make as many copies of the Software as it deems reasonably necessary to support its authorized
17 use of the Software, provided the copies include Cyrun's or the third-party owner's copyright or other
18 proprietary notices. Customer may not sell, assign, or otherwise transfer any such copies without
19 Cyrun's prior written consent.

20
21 Third-Party Software provided under this Agreement shall be licensed by the manufacturer of
22 that Software. All Third-Party Software licenses shall be perpetual and provided to Customer and
23 become effective at the time of installation. Cyrun shall cause all such licenses and manufacturers'
24 warranties and guarantees provided with any such Software to be given directly in favor of
25 Customer. Under no circumstances shall Customer be required to pay any third party license fee
26 that is not currently reflected in Exhibit A, Costs Sheets; Pricing.

27
28 3.2. Not Used.

29
30 3.3 Limitations on License. The System is furnished to Customer solely for use by the
31 personnel of, or others working with, the Customer's Police Department in performance of their
32 responsibilities and duties as to the Customer whether or not they are employed by Customer.
33 Customer shall not use all or any portion of the System for any other purpose. By way of example,
34 and not in limitation of the foregoing, Customer may not use the System for the purpose of providing
35 dispatch services for any agency or for any department of the Customer other than dispatch services
36 for the Customer's Police Department without purchasing additional software licenses.

37
38 3.4 Derivative Works. Except as licensed to Customer, Cyrun and any Third-Party
39 Software manufacturer retains all of its respective rights, title, and interest in and to the Software and
40 Interfaces, including Derivative Works, Customization Modifications, Documentation, Source Code,
41 and Updates. Unless authorized by Cyrun or the applicable Third-Party Software manufacturer or
42 required by law, Customer will not: (a) make available or distribute all or any part of the Software to
43 any third party by assignment, sublicense, or any other means; or (b) disassemble, decompile, or
44 reverse engineer the Software.

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 3.5 Proprietary Rights. The original and any copies of the Cyrun Application Software shall
2 remain the property of Cyrun. Customer shall take all reasonable and necessary steps to ensure that
3 the software license provisions in this Agreement are not violated by any person or entity in
4 Customer's service or Customer's control and Customer shall not, nor shall it cause or permit any such
5 person or entity to, disassemble, reverse engineer, or in any manner change, modify or tamper with
6 the Software.

7
8 3.6 Copyright and Reproduction. Customer may not copy or allow anyone else to copy, or
9 otherwise reproduce any part of the Software, except to make backup copies which are necessary for
10 Customer's internal data processing needs. Customer may not remove or omit any copyright,
11 trademark, or other proprietary notices from the Software and Customer shall reproduce and include
12 all copyright, trademark and other proprietary notices on all such backup copies. The existence of any
13 copyright notice on any item of the Software shall not be construed as an admission or presumption
14 that publication of such item of Software has occurred.

15
16 3.7 Exportation. Cyrun Application Software and documentation associated therewith may
17 not be exported or re-exported without the appropriate United States or foreign government approvals
18 and licenses and Cyrun's prior written consent.

19
20 **4.0 NOT USED**

21
22 **5.0 COMPENSATION**

23
24 5.1 Taxes. The initial price paid for the Products and Services herein is inclusive of local,
25 state, and federal sales, excise, personal property or other similar taxes or duties, and any such
26 taxes or duties, if any, will be paid by Customer. Additional purchases made going forward shall be
27 price exclusive of all such taxes.

28
29 5.2 Compensation. Subject only to duly executed Change Orders, it is expressly
30 understood and agreed that in no event will the total compensation to be paid Cyrun under this
31 Agreement exceed the sum as described in Exhibit A, Costs Sheet; Pricing, for software, hardware,
32 and installation services, or exceed the sum as described in such Exhibit A for the Enterprise
33 Support and Maintenance Agreement in substantially the form attached hereto as Exhibit D (the
34 "Support and Maintenance Agreement").

35
36 5.3 Method of Payment. Customer shall make periodic payments according to the
37 payment schedule provided in Exhibit E, "Milestone Payments."

38
39 **6.0 TERM OF AGREEMENT**

40
41 Excepting only the term of the license to use the Cyrun software granted pursuant to this
42 Agreement and Third-Party Software licenses provided by Cyrun pursuant to this Agreement , this
43 Agreement shall be effective from and after the Effective Date through the end of the thirty (30) day
44 Warranty Period following Final System Acceptance Testing. The Support and Maintenance
45 Agreement (Exhibit D) shall be effective immediately upon expiration of the thirty (30) day Warranty

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 Period provided that Customer has executed the Support and Maintenance Agreement prior to the
2 expiration of the Warranty Period.

7.0 PERSONNEL

6 7.1 Cyrun's Project Manager. Duties are outlined in Exhibit C, Statement of Work.

8 7.2 Customer's Project Manager. Duties are outlined in Exhibit C, Statement of Work.

10 7.3 Subcontracting. In the event that Cyrun enters into one or more subcontracts
11 pursuant to this Section, it is understood and agreed that the participating subcontractors shall be
12 solely and directly responsible to Cyrun, and Customer shall have no obligation to them.

14 7.4 Independent Contractor Status. Cyrun is an independent contractor and not an
15 employee or agent of Customer and has no authority to enter into any agreement in the name of
16 Customer. Cyrun has, and hereby retains, full control over the employment, direction, compensation
17 and discharge of all persons employed by Cyrun who are assisting in the performance of Services
18 under this Agreement. Cyrun shall be fully responsible for all matters relating to the payment of its
19 employees, including compliance with social security, withholding tax and all other laws and
20 regulations governing such matters. Cyrun shall be responsible for its own acts and those of its
21 agents and employees during the term of this Agreement. Nothing herein shall be construed so as
22 to make the parties hereto partners or joint venturers.

8.0 SITE SECURITY AND ACCESS

26 8.1 Access to Premises. Customer will provide Cyrun with reasonable and timely access
27 to the sites and personnel necessary for Cyrun to perform its obligations under this Agreement. The
28 assistance or presence of Customer's personnel will not relieve Cyrun of its responsibilities under
29 this Agreement, including the responsibility to commit sufficient Cyrun personnel to successfully
30 perform its tasks under this Agreement.

32 8.2 Site Security and Access. Cyrun shall comply with Customer's site security
33 requirements which include, but are not limited to, requiring photographic identification badges and
34 submitting names and dates of birth of all personnel, including subcontractors of any tier, working on
35 Customer property or facilities. All badges shall be returned to Customer at the completion of work
36 hereunder. In the event Cyrun fails to comply with Customer's site security requirements, Cyrun's
37 personnel, including subcontractors, may not be allowed on Customer property or facilities.

9.0 PRE-EXISTING EQUIPMENT AND FACILITIES AND ACQUISITION OF PRODUCTS

41 9.1 Modifications to Pre-existing Equipment and Facilities. Cyrun will in no event or
42 manner be responsible for any of Customer's pre-existing, pre-owned, or pre-leased equipment
43 including, without limitation, all pre-existing physical and logical network connections.

45 9.2 Equipment Compatibility. Cyrun will provide a list of third party hardware to act as a
46 minimum specification for the Software to be provided. Customer shall be responsible for installation of

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 hardware and associated software not specifically licensed or resold to Customer as part of the
2 System, as well as integration into any applicable local or wide area network(s). Cyrun shall not be
3 responsible for any incompatibility with the System, performance, and data capacities, and any other
4 impact on the overall System operation or performance for any equipment that does not meet the
5 minimum hardware specifications as provided in writing by Cyrun.

10.0 TRAINING AND TRAINING MATERIALS

6
7
8
9 10.1 Training. All training to be provided under this Agreement shall be provided by Cyrun
10 employees or by its subcontractors.

11
12 10.2 Training Materials. Cyrun will provide one (1) complete set of training materials in
13 electronic format using Microsoft Word 2000, Adobe Acrobat or a higher version of the same for the
14 user and administrator training. Customer will have the right to duplicate the training materials for
15 the sole and exclusive use of Customer.

11.0 CHANGES AND EXTRA SERVICES

16
17
18
19 11.1 Cyrun and Customer may mutually agree to make alterations to, deviations from,
20 additions to, or deletions from the Agreement and to require such changes in the extent or manner
21 of performance of the Services as are determined to be reasonably necessary, provided the
22 appropriate and necessary changes, if any, to Exhibit B, Project Schedule, and all other terms and
23 conditions in the Agreement concerning the timing of deliveries under and completion of the
24 Agreement are fulfilled.

25
26 11.2 Change Order. Each proposed change to the Agreement will be described in a
27 Change Order issued by Customer or Cyrun which will indicate either:

28
29 11.2.1 The change involves no change in the time of performance of the Agreement
30 and no change in the amount or pricing of the Agreement, or

31
32 11.2.2 The change will require a modification in the time of performance of the
33 Agreement or the amount or pricing of the Agreement.

34
35 11.3 Change Orders. Change Orders shall implement any change to the Agreement
36 Documents first, including any modifications thereto agreed upon by Customer and Cyrun. If the
37 non-submitting party agrees with the terms and conditions of a Change Order, the non-submitting
38 party shall sign the Change Order and return it to the other party's Project Manager.

39
40 11.4 Schedule Extensions. If Cyrun or Customer, as applicable, is delayed in completion
41 of the work by reason of changes made under this Section, a Change Order will be furnished to
42 Cyrun or Customer, as applicable, within a reasonable period of time specifying the number of
43 additional days to complete the project.

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT**12.0 COMPLETION DATES FOR PRODUCTIVE USE**

12.1 Time is of the Essence. The parties acknowledge and agree that time is of the essence in completing the Project. The completion dates established to bring the System into Productive Use may be extended as provided in Section 11, "Changes and Extra Services," above.

13.0 NOT USED**14.0 WARRANTIES**

14.1 Authority to Enter Agreement. Cyrun warrants that: (a) it is a corporation duly incorporated, validly existing, and in good standing under the laws of the state of California and is qualified to do business in the state of California; (b) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; and (c) the execution, delivery, and performance of this Agreement have been duly authorized by Cyrun.

14.2 Not Used

14.3 Hardware Warranties. Cyrun warrants that, at the time of delivery, the Hardware provided in Exhibit A, Costs Sheet; Pricing, will be new and under the manufacturer's warranty. In addition, Cyrun warrants that Customer will acquire good and clear title to all Hardware purchased under this Agreement at the time of payment for the Hardware, free and clear of all liens and encumbrances. All other Hardware warranties will be provided by the respective Hardware manufacturer(s) and will be effective upon the date of Hardware installation.

14.4 Cyrun Application Software Warranties. Cyrun warrants that it owns or otherwise has the right to license the Cyrun Application Software to Customer and that it possesses all rights and interests in the Cyrun Application Software necessary to enter into this Agreement. In addition, Cyrun warrants that:

- (a) The Cyrun Application Software is free of known viruses;
- (b) During the Warranty Period, the Cyrun Application Software will be substantially free of Defects and will perform in conformity with all requirements of this Agreement;
- (c) The Cyrun Application Software is and will be general release versions that have been fully tested in accordance with best industry practices, and are not beta or pre-release versions; and
- (d) The Customization Modifications, if any, have been fully tested in accordance with best industry practices.

Cyrun further agrees that during the Warranty Period and as long as there is a Support and Maintenance Agreement in effect between the parties, Cyrun will provide Customer with any

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 Updates to the Software (as described in the Support and Maintenance Agreement) pursuant to the
2 terms and conditions set forth in Exhibit D, Support and Maintenance Agreement.
3

4 14.5 Work Quality Warranty. Cyrun warrants that all work performed by Cyrun and/or its
5 subcontractors under this Agreement will conform to best industry practices and will be performed in
6 a professional and workmanlike manner by staff with the necessary skills, experience, and
7 knowledge to do so.
8

9 14.6 Third-Party Software Warranty. Warranties for Third-Party Software, if any, will be
10 provided by the Third-Party Software manufacturer and will be effective upon the date of installation.
11

12 14.7 Service Warranty. The Service Warranty is as set forth in the Support and
13 Maintenance Agreement (Exhibit D) between the parties.
14

15 14.8 Limited Warranty. THE WARRANTIES IN THIS AGREEMENT ARE GIVEN IN LIEU
16 OF ALL OTHER WARRANTIES AND CYRUN EXPRESSLY DISCLAIMS ALL OTHER
17 WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED
18 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL
19 WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF
20 PERFORMANCE OR USAGE OF TRADE.
21

22 **15.0 NOT USED**
23

24 **16.0 TRANSFER OF TITLE AND RISK OF LOSS**
25

26 Title and ownership of the Hardware will remain vested in Cyrun and Cyrun will bear any risk
27 of loss to the Hardware until the Hardware is installed at Customer's facilities.
28

29 **17.0 NOT USED**
30

31 **18.0 TERMINATION OF AGREEMENT**
32

33 18.1 City's right to terminate this Agreement is governed by that certain Agreement No.
34 _____ between the City of Los Angeles and Cyrun dated the date hereof (to which this Agreement is
35 Exhibit 1) (the "Board Agreement") at Section X.
36

37 18.2 [Intentionally Omitted].
38

39 18.3 Suspension of Services. Cyrun may terminate this Agreement by giving written notice
40 to Customer in the event Customer fails to pay any amounts due hereunder on a timely basis. In the
41 event that Customer disputes an allegation of default by Cyrun, notwithstanding anything to the
42 contrary in this Agreement, Cyrun agrees that it will not terminate this Agreement or suspend or limit
43 the Services or any warranties or repossess, disable or render unusable any Software supplied by
44 Cyrun, unless: (a) the parties agree in writing; (b) an order of a Court of competent jurisdiction
45 determines otherwise; (c) the default is not reasonably susceptible to cure; or (d) Customer has not
46 cured or answered such allegations of default within thirty (30) days.

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1
2 18.4 Termination for Force Majeure. Neither party will be liable for any failure or delay in
3 the performance of its obligations under this Agreement (and the failure or delay will not be deemed
4 a default of this Agreement or grounds for termination) if any of the following conditions are the
5 cause of such failure or delay: the failure or delay is caused, directly or indirectly, by fire, flood,
6 earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders,
7 rebellions or revolutions, court order, labor shortages, strikes, slow-downs, walkouts, lockouts,
8 industrial disturbances, other labor disputes or other circumstances beyond the non-performing
9 party's control.

10
11 Upon the occurrence of an event which satisfies the above conditions (a "Force Majeure
12 Event"), the non-performing party will be excused from any further performance of those obligations
13 under this Agreement affected by the Force Majeure Event for as long as (a) the Force Majeure
14 Event continues; and (b) the non-performing party continues to use commercially reasonable efforts
15 to recommence performance whenever and to whatever extent possible without delay.

16
17 Upon the occurrence of a Force Majeure Event, the non-performing party will immediately
18 notify the other party by telephone (to be confirmed by written notice within five (5) days of the failure
19 or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the
20 nature of the Force Majeure Event. If any Force Majeure Event prevents Cyrun from performing its
21 obligations for more than thirty (30) days, Customer or Cyrun may terminate this Agreement without
22 further obligation on the part of either party, other than to pay any amounts due for work actually
23 performed in compliance with this Agreement.

24
25 18.5 [Intentionally Omitted].
26

27 18.6 Transition of Services. Upon termination or expiration of this Agreement, Cyrun will
28 cooperate with Customer to assist with the orderly transfer of services, functions, and operations
29 provided by Cyrun under this Agreement to another provider or to Customer as determined by
30 Customer in its sole discretion. Prior to the termination or expiration of this Agreement, Customer
31 may require Cyrun to perform those transition services described below that Customer deems
32 reasonably necessary to migrate Cyrun's work to another provider or to Customer. Transition
33 services may include, but are not limited to, the following:

34
35 18.6.1 *Pre-Migration Services*.

- 36
37 (a) Working with Customer to jointly develop a mutually agreed upon plan
38 for the transition services (the "Transition Services Plan") to facilitate the termination of the Services;
39
40 (b) Notifying all affected vendors and subcontractors of Cyrun; and
41
42 (c) Freezing all non-critical changes to the System.

43
44 18.6.2 *Migration and Post-Migration*.

- 45 (a) Performing the Transition Services Plan activities.
46

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1
2 (b) Answering questions regarding the services performed by Cyrun or the
3 System on an as-needed basis; and
4

5 (c) Providing such other reasonable services needed to effectuate an
6 orderly transition to a new System.
7

8 Customer agrees to pay Cyrun for transition services at Cyrun's then published hourly rate
9 for such services, plus reasonable out-of-pocket expenses not to exceed ten percent (10%) of the
10 cost of the transition services, however such services must follow the Change Order process
11 described in Section 11.
12

13 18.7 Other Remedies. Upon termination of this Agreement, each party may seek all legal
14 and equitable remedies to which it is entitled. The remedies contained in this Agreement are
15 cumulative to any other available remedies.
16

17 19.0 CONFIDENTIAL INFORMATION

18
19 19.1 Customer Confidential Information. Cyrun will regard all Customer files and data as
20 Customer's confidential information. Cyrun will not disclose Customer's confidential information to
21 any third parties without the written consent of Customer. All data, reports, surveys, studies,
22 drawings, and any other documents and materials made available to Cyrun by Customer for use by
23 Cyrun in the performance of its services under this Agreement shall be made available for
24 information only and shall be returned to Customer at the completion or termination of this
25 Agreement. Cyrun may keep one copy of all such materials for reference purposes only in
26 connection with matters relating to this Agreement and the Project.
27

28 19.2 Cyrun Confidential Information. All patents, inventions (whether or not patentable),
29 copyrights, trade secrets, trademarks and other intellectual property rights worldwide ("Intellectual
30 Property Rights") in Cyrun's Application Software are and shall remain the property of Cyrun. Cyrun
31 shall retain all right, title and interest to the Intellectual Property Rights in the Cyrun Application
32 Software, now existing or hereafter acquired.
33

34 Customer will regard Cyrun's files and data, Cyrun's Software and Documentation, and any
35 other information or data provided by Cyrun that is labeled "confidential" or "proprietary" as Cyrun's
36 confidential information. With the exception of sub-sections (a) through (e) below, and Section 19.3,
37 Public Records Act Requests, Customer will not release Cyrun's confidential information or provide
38 access to third parties, except Customer's consultants and contractors working on or with the
39 System who agree to abide by the terms of this provision, without the prior written consent of Cyrun.
40

41 The obligations set forth above in Section 19.1 and this Section 19.2 do not apply to any
42 information which:
43

44 (a) Is already in the public domain at the time of disclosure or later becomes
45 available to the public without a breach of this Agreement;
46

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 (b) Was, as between Customer and Cyrun, lawfully in the possession of the
2 recipient without obligation of confidentiality, prior to receipt under this Agreement;

3
4 (c) Is received independently from a third party free to lawfully disclose the
5 information;

6
7 (d) Is the subject of a judicial subpoena or similar process for disclosure in
8 connection with any action or proceeding, provided that notice of the demand is provided to allow an
9 opportunity to seek a protective order or other appropriate remedy prior to disclosure; or

10
11 (e) Such party can document as being independently developed.
12

13 19.3 Public Records Act Requests. In the event Customer receives a request under the
14 any Public Records Act for Cyrun's Confidential Information, Customer will promptly notify Cyrun. If
15 Confidential Information of Cyrun is requested under such law, Cyrun undertakes and agrees to
16 defend, indemnify and hold harmless the City of Los Angeles and any of its boards, officers, agents,
17 and employees (collectively, the "City") from and against all suits, claims, and causes of action
18 brought against the City for the City's refusal to disclose Cyrun information to any person making a
19 request pursuant to the State of California Public Records Act (California Government Code Section
20 6250 et seq.) or other law. Cyrun's obligations herein include, but are not limited to, all reasonable
21 attorney's fees (both in house and outside counsel), reasonable costs of litigation incurred by the
22 City or its attorneys (including all actual, costs incurred by the City, not merely those costs
23 recoverable by a prevailing party, and specifically including costs of experts and consultants) as well
24 as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes
25 of action brought against the City, through and including any
26 appellate proceedings. Notwithstanding the foregoing, Cyrun will not be obligated to defend,
27 indemnify, and hold harmless the City under this Agreement unless (and only to the extent) the City
28 (a) provides prompt notice of the commencement of the suit, claim, or cause of action for which
29 indemnification is sought, (b) provides cooperation to Cyrun, and (c) allows Cyrun to control the
30 defense and settlement; provided, however, (i) the City may, at its option and expense, participate
31 and appear on an equal footing with Cyrun in the suit, claim, or cause of action, and (ii) neither party
32 may settle a suit, claim, or cause of action without the approval of the other party, which approval
33 will not be unreasonably withheld or delayed.
34

35 19.4 Findings Confidential. All of the drawings, designs, specifications, reports, studies
36 and surveys as such relate to Customer, made available to Cyrun by Customer in connection with
37 the Services under this Agreement shall be treated as confidential by Cyrun, and Cyrun agrees that
38 they shall not be made available to any individual or organization without prior written approval by
39 Customer.
40

41 **20.0 NOT USED**

42
43 **21.0 INSURANCE**

44
45 In addition to insurance required by the Board Agreement (to which this Agreement is Exhibit 1) at
46 Section IX, Cyrun shall, at its sole cost and expense, obtain any additional kinds and amount of

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 insurance which, in its own judgment, may be necessary for the proper protection of any of its officers',
2 employees', agents, or authorized subcontractors' own actions during the performance of this
3 Agreement.

4
5 22.0 PATENT AND COPYRIGHT INDEMNIFICATION
6

7 Cyrun agrees to defend, at its sole cost and expense including payment of attorneys fees, and
8 indemnify and hold harmless Customer, with respect to any and all claims, liabilities and lawsuits
9 asserted against Customer, alleging that any part, function, or component of the Cyrun Application
10 Software furnished hereunder, infringes a patent, copyright or other intellectual property right, and to
11 pay all cost and damages finally awarded in any such action, provided Customer promptly notifies
12 Cyrun in writing of any such claim, Cyrun is given full control of the defense of such claim and any
13 legal action related thereto, and Customer cooperates with Cyrun in rendering reasonable non-
14 monetary assistance in the defense of such action. In the event Cyrun fails to prevail in any such legal
15 action, and Customer is prevented from utilizing the Cyrun Application Software without Customer
16 incurring additional costs, then Cyrun shall refund to Customer all sums paid for Cyrun Application
17 Software as described in Exhibit A, Costs Sheets; Pricing, and, refund pre-paid sums for any
18 remaining portion of the Maintenance and Support Agreement, on a pro-rated monthly basis.
19 Alternatively, Cyrun may satisfy its obligations under this subsection by paying any required license
20 fees at no additional charge to the Customer, as necessary in order for Customer to use the Cyrun
21 Application Software as otherwise provided by this Agreement. The foregoing states the entire liability
22 of Cyrun for patent or copyright infringement related to the Cyrun Application Software.
23

24 23.0 LIMITS ON LIABILITY
25

26 23.1 Cyrun's sole undertaking under this Agreement is limited to furnishing and installing the
27 components of the System in accordance with the terms and conditions of this Agreement. Unless
28 otherwise agreed in writing by Cyrun, after completion of Final System Acceptance Testing, operation
29 and use of the System are the sole responsibility of Customer.
30

31 23.2 The obligations of Cyrun under this Agreement shall not be interpreted, either expressed or
32 implied, as being for the benefit of or creating any obligation toward any person or entity other than
33 Customer, Cyrun's obligations under this Agreement being extended solely to Customer and for its
34 benefit.
35

36 23.3 FOR BREACH OF ANY WARRANTY OR OTHER OBLIGATION OF CYRUN IN THIS
37 AGREEMENT RELATING TO CUSTOMER'S OPERATION OR USE OF THE SYSTEM, OR ANY
38 COMPONENT OF THE SYSTEM, CYRUN SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT,
39 INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST
40 INCOME, REVENUE OR PROFIT, INCREASED OPERATING EXPENSES, FAILURE TO REDUCE
41 OPERATING EXPENSES, OR LOST TIME OR INFORMATION, WHETHER SUCH DAMAGES
42 WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS ENTERED INTO. THE
43 PROVISIONS OF THIS SECTION 23.3 SHALL NOT APPLY TO CLAIMS AND LIABILITIES
44 ASSERTED AGAINST CUSTOMER THAT ARISE OUT OF OR ARE RELATED TO: (A) ACTS OR
45 OMISSIONS OF CYRUN OR ANY OF CYRUN'S EMPLOYEES, OFFICERS, SUBCONTRACTORS
46 OR AGENTS, WHILE ON CUSTOMER'S PREMISES, CAUSING PERSONAL INJURY, DEATH OR
47 PROPERTY DAMAGE; OR (B) WRONGFUL OR ILLEGAL ACCESS OF PERSONAL OR
48 CONFIDENTIAL INFORMATION BY CYRUN OR ANY OF CYRUN'S EMPLOYEES, OFFICERS,

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 SUBCONTRACTORS OR AGENTS; OR (C) ALLEGED PROPRIETARY INFRINGEMENT THAT ARE
2 SUBJECT TO THE PROVISIONS OF SECTION 22.0 OF THIS AGREEMENT; OR (D)
3 INDEMNIFICATION OBLIGATIONS OF CYRUN UNDER THE BOARD AGREEMENT (TO WHICH
4 THIS AGREEMENT IS EXHIBIT 1) AT SECTION IX

5
6 **24.0 NOT USED**

7
8 **25.0 COMPLIANCE WITH LAWS AND ORDINANCES**

9
10 Cyrun agrees to make itself aware of and comply with all federal, state and local laws and
11 regulations applicable to the performance of its obligations under this Agreement, including, but not
12 limited to, all applicable federal, state, and local labor and employment laws and regulations.

13
14 **26.0 COVENANT AGAINST CONTINGENT FEES**

15
16 Cyrun warrants that it has not employed or retained any third party, other than a bona fide
17 employee of Cyrun, to solicit or secure this Agreement. Cyrun further warrants that it has not paid or
18 agreed to pay a third party, other than a bona fide employee of Cyrun, any fee, commission,
19 percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the
20 award or making of this Agreement. If these warranties are breached or violated, Customer has the
21 right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price
22 or consideration, or otherwise recover, the full amount of the fee, commission, percentage,
23 brokerage fee, gift, or contingent fee.

24
25 **27.0 CONFLICTS OF INTEREST**

26
27 Cyrun, its subcontractors and sub-suppliers shall perform all work under this Agreement in
28 conformance with all applicable statutes and regulations pertaining to conflicts of interest, including,
29 but not limited to, the financial reporting requirements and the conflict prohibitions of California law.
30 (See e.g. Government Code Section 1090 et seq., Government Code Section 87100 et seq. and
31 Title 2, Division 6 of the California Code of Regulations.)

32
33 **28.0 NOT USED**

34
35 **29.0 FAIR EMPLOYMENT PRACTICES**

36
37 In connection with the performance of services under this Agreement, Cyrun shall not, on the
38 grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
39 medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination
40 against any person or group of persons in any manner prohibited by Federal, State or local laws.

41
42 **30.0 NOTICES**

43
44 Any notice, consent or other communication required or contemplated by this Agreement
45 must be in writing and delivered either in person, by U.S. mail, overnight courier, electronic mail, or
46 facsimile to the intended recipient at the address and/or number set forth below:

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1

Cyrun
Attn: Darrell Luera
125 Water Street, Suite A2
Santa Cruz, CA 95060
Phone: (831) 458-0949
Fax: (831) 459-9406
Email: Darrell@Cyrun.com

Customer
Los Angeles LAHD
P.O. Box 151
San Pedro, CA, 90733-0151
Attn: Executive Director
Phone: (310) 732-3456
Fax: (310) 831-6936

2

3 Notice is effective on the day it is received by the intended recipient, provided that any notice
4 sent by facsimile or electronic mail is also simultaneously sent by first class mail deposited with the
5 United States Postal Service or by overnight courier. Each party may change its address for
6 notification purposes by giving the other party written notice of the new address and the date upon
7 which the new address is effective.

8

9 31.0 MISCELLANEOUS

10

11 31.1 No Rights in Third Parties. This Agreement is made for the benefit of Customer and
12 Cyrun and not for the benefit of any third parties.

13

14 31.2 Headings. The headings used in this Agreement are solely for the convenience of
15 the parties. They are not part of this Agreement and are not intended to affect the meaning or
16 interpretation of it.

17

18 31.3 Entire Agreement. This Agreement, the Board Agreement, and the Agreement
19 Documents constitute the entire Agreement between the parties with respect to their subject matter
20 and there are no other representations, understandings, or Agreements between the parties
21 regarding their subject matter. This Agreement supersedes all prior Agreements, negotiations,
22 representations and proposals, written or oral. The provisions of this Agreement shall govern over
23 any inconsistent provisions in any of the Exhibits. However, in accordance with the Board
24 Agreement (to which this Agreement is Exhibit 1) at Section O, to the extent that any terms and
25 conditions in this Agreement or its exhibits are inconsistent with the terms and conditions of the
26 Board Agreement (to which this Agreement is Exhibit 1), the terms and conditions of the Board
27 Agreement take precedence.

28

29 31.4 Approvals in Writing. All approvals or consents required or contemplated by this
30 Agreement must be in writing to be effective.

31

32 31.5 Successors and Assigns. This Agreement is binding on and inures to the benefit of
33 the parties and their respective successors and assigns.

34

35 31.6 Assignment and Subcontracting. Cyrun shall not subcontract the performance of any
36 obligation under this Agreement without Customer's prior written consent. This Agreement shall not
37 be sold, transferred or assigned by either party, or by operation of law, to any other person or
38 persons or business entity, without the other party's written permission. Any such sale, transfer or

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 assignment, or attempted sale, transfer or assignment without written permission, may be deemed
2 by the other party to constitute a voluntary termination of this Agreement and this Agreement shall
3 thereafter be deemed terminated and void. Notwithstanding the foregoing, the transfer of the rights
4 and obligations of Cyrun hereunder to a parent, subsidiary, or financially viable affiliate of Cyrun or
5 to any successor-in-interest or entity acquiring all or substantially all of Cyrun's outstanding voting
6 stock or assets shall not be deemed an assignment or transfer for the purposes of this Agreement,
7 provided that (a) any such transferee will have a financial strength after the proposed transfer at
8 least equal to that of Cyrun prior to the transfer, (b) any such transferee assumes all the obligations
9 of Cyrun hereunder, and (c) Cyrun shall not be released from this Agreement by virtue of such
10 transfer. If such criteria are satisfied, it shall not be deemed reasonable for Customer to withhold its
11 consent to the proposed transfer, unless the proposed transferee has a record of performance under
12 similar Agreements which are unacceptable to Customer under a reasonable standard of evaluation.
13 Cyrun shall give Customer thirty (30) days prior notice of any proposed transfer for which notice is
14 required hereunder.

15
16 31.7 Choice of Law, Venue and Jurisdiction. Interpretation and enforcement of this
17 Agreement shall be governed by the laws of the State of California. The venue for any arbitration or
18 court proceeding arising out of or in connection with this Agreement shall be in the County of Los
19 Angeles, California. Jurisdiction of any such court proceeding shall be in the courts of the State of
20 California.

21
22 31.8 Waiver. No waiver or breach of any provisions of this Agreement will constitute a
23 waiver or breach of any other provisions. Failure of either party to enforce any provision of this
24 Agreement will not be construed as a waiver of the right to do so.

25
26 31.9 Severability. If any provision of this Agreement is held to be invalid, illegal, or
27 unenforceable, the validity, legality, and enforceability of the remainder of the Agreement will not be
28 affected or impaired as a result.

29
30 31.10 Interpretation of the Agreement. Both Parties have had an opportunity to review and
31 consult with their respective attorneys regarding this Agreement, and have reviewed and revised this
32 Agreement. Accordingly, this Agreement shall be deemed to be the joint work product of both parties
33 and their respective attorneys. Hence, the rule of construction to the effect that any ambiguities are to
34 be construed against the drafting Party shall not be applicable to any interpretation of this Agreement,
35 and this Agreement shall not be strictly construed against either Party.

36
37 31.11 Counterparts. This Agreement may be executed in one or more counterparts by the
38 parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39
40 31.12 Ownership of Data. Customer retains title, ownership and control of all data at all times.

41
42 31.13 Survival of Provisions. All provisions of this Agreement that by their nature would
43 reasonably be expected to continue after the termination of this Agreement will survive the
44 termination of this Agreement, including, without limitation, the following Sections and Paragraphs:

- 45
46 3.6 Copyright and Reproduction
47 7.4 Independent Contractor Status

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 14.0 Warranties
2 18.5 Obligations Upon Expiration or Termination
3 18.6 Transition of Services
4 19.0 Confidential Information
5 22.0 Patent and Copyright Indemnification
6 23.0 Limits on Liability
7 Exhibit A Costs Sheets; Pricing
8 Exhibit B Support and Maintenance Agreement
9
10 31.15 Non-Liability of Customer's and Cyrun's Officers and Employees. No officer or
11 employee of the Customer or Cyrun shall be personally liable to the other, or any successor in
12 interest, in the event of any default or breach by either party for any amount which may become due
13 to Cyrun or its successor, or for breach of any obligation of the terms of this Agreement.
14
15

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1 IN WITNESS WHEREOF, this Professional Services and Software License Agreement has been
2 executed by the parties hereto as of the day and year first written above.
3
4

5 **CYRUN:**

LOS ANGELES HARBOR DEPARTMENT:

6
7 
8
9 (Signature or Authorized Representative)

(Signature or Authorized Representative)


10
11
12 SARATA BAYMAT
13 (Print or type name of signatory)

(Print or type name of signatory)

14
15 C. E. O
16 (Title of signatory)

(Title of signatory)

17
18
19
20

APPROVED AS TO FORM AND LEGALITY
1/26 20 12
CARMEN A. TRUTANICH, City Attorney
By 
Deputy City Attorney

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

1
2
3
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7

EXHIBIT A

COSTS SHEET; PRICING

Cyrun's Pricing

Item #	Item Name	Qty	Unit	Price	Sub-Vendor	Notes
1	CAD/RMS SOFTWARE					
1.1	CAD Server CAD Module with 2 Concurrent Users when RMS is present, includes unlimited Event Desk Monitor (view only CAD) (Users 3rd party software not included)	1	Licenses	\$25,000.00		All Cyrun software shall be delivered electronically.
1.2	RMS Server RMS Module with 5 Concurrent Users (RMS) (3rd party software not included) UCR Reporting Property Module Personnel Training and Course Management Crime Analysis Equipment Management Mug shots and Report Photos Field Interview Moving Citation Entry Parking Citation Entry Wants & Warrants Court Orders Subpoena Tracking	1	Licenses	\$32,500.00		
1.3	CLETS Access Server	3	Licenses	\$10,000.00		For CAD & RMS Servers
1.4	AVI/GPS Server	3	Licenses	\$15,000.00		
1.5	REPORT Writer Server	0	Licenses	\$0.00		Included as part of the RMS Server
1.6	Crime Analysis Server	0	Licenses	\$0.00		Included as part of the RMS Server
1.7	HR/ Scheduling Server	1	Licenses	\$30,000.00		
2.1	CAD Clients	8	Licenses	\$28,000.00		
2.2	RMS Clients	5	Licenses	\$2,500.00		
2.3	CLETS Access Clients	20	Licenses	\$10,000.00		
2.4	AVI/GPS Clients	18	Licenses	\$7,200.00		Workstation mapping
2.5	REPORT Writer Clients	0	Licenses	\$0.00		Included as part of the RMS Server
2.6	Crime Analysis Client	0	Licenses	\$0.00		Included as part of the RMS Server
2.7	HR/ Scheduling Client	18	Licenses	\$0.00		Included in 1.7
	Sub-Total			\$160,200.00		

Cyrun's Pricing

5 CAD/RMS HARDWARE						
5.1 CAD/RMS Server Hardware						
5.1.1 Servers	3	Servers		\$22,050.00	FTI	CAD, RMS, and Test Server, HP DL380
5.1.2 Raid Array/NAS	0	Array		N/A		The Cyrun configuration does not require this.
5.1.3 Backup Device	1	Removable Media Device		\$10,250.00	FTI	This price includes a server, a tape drive, and backup management software necessary to configure a disk to disk to tape backup system. HP ML350
5.1.4 Console (Key/Monitor/Mouse)	1	Console		\$1,450.00	FTI	Belkin Rackmount 19" Monitor / Keyboard / 16 Port KVM. This price includes KVM Cable for the servers included in this bid.
5.1.5 Alliance App Server	1	Servers		\$5,976.00	FTI	HP Proliant DL380 G7 used as the App server
5.1.6 Active Directory Server	2	Servers		\$10,758.00	FTI	Controller for the Production Environment and one will be used as the Domain Controller for the Test Environment.
				\$50,484.00		
5.2 CAD/RMS Client Hardware						
5.2.1 Production Environment (CAD Stations)	4	Computer x 3 Monitors		\$8,400.00	FTI	
5.2.2 Production Environment (Standard Stations)	15	Computer x 1 Monitor		\$22,575.00	FTI	Cyrun has added an additional computer to act as the maintenance workstation.
				\$30,975.00		
7 PRINTERS						
7.1 High Capacity Printer	2	Printer		\$2,790.00	FTI	HP LaserJet Enterprise 500 Color M5514x
7.2 User Printers	5	Printer		\$998.00	FTI	HP LaserJet P2035 Printer
				\$3,788.00		
9 OS AND SQL SOFTWARE						
9.1 Server Operating System	7	Media Package		\$5,768.00	FTI	Microsoft Windows Server 2008 R2 Std Eng Lic w/ Software Assurance OLP
9.2 Client Operating System	19	Media Packages		\$327.00	FTI	Microsoft Windows Server 2008 R2 w/ Software Assurance Client Access License
9.3 Mobile Operating System	40	Media Packages		\$1,320.00	FTI	Microsoft Windows Server 2008 R2 w/ Software Assurance Client Access License
				\$7,415.00		
9.4 Server Database Licensing (SQL)	3	Media Packages		\$3,255.00	FTI	Microsoft Windows SQL Server 2008 Standard with Software Assurance
9.5 Client Database Licensing (SQL)	19	Media Packages		\$3,591.00	FTI	Microsoft Windows SQL Server 2008 Standard with Software Assurance Client Access License
9.6 Mobile Database Licensing (SQL)	40	Media Packages		\$7,560.00	FTI	Microsoft Windows SQL Server 2008 Standard with Software Assurance Client Access License
9.7 Anti-Virus Software	79	Media Packages		\$2,000.00	FTI	Anti-virus software for servers and computers listed in pricing.
				\$16,406.00		

Cyrun's Pricing

10 NETWORK HARDWARE					
10.1	Cisco 2921-SEC/K9	2	Router/Firewall	\$5,500.00	FTI
10.2	Cisco WS-C3660X-24T-S	3	Routers	\$6,025.00	FTI
10.3	Network Device Configuration	5	Configurations	\$3,000.00	FTI
10.4	Equipment Racks for CAD System	2	Hardware	\$5,986.49	FTI
10.5	4 Port CAT6 Plenum Data / Phone Drops	25	Hardware		
<p>Price Includes Installation, Labeling and Testing of Drops. Three cables for each drop will be ran to the CAD System Equipment Racks. One cable will be ran to the phone system location. Faceplate Color is TBD. Dymacom Face Plates and Jacks will be used. Cable will by LS systems. Pricing assumes any required coting or conduit work will performed by POLA PD or one of their contractors.</p>					
10.6	Dymacom 48 Port CAT6 Patch Panel	3	Hardware	\$643.50	FTI
10.7	Rack Installation Services	1	Hours	\$1,250.00	FTI
10.8	Installation of Power to CAD System Racks	2	Hours	\$6,000.00	FTI
	Sub-Total			\$42,064.37	
15 MOBILE DATA COMPUTER SOFTWARE					
15.1	Mobile CAD	40	Licenses	\$10,000.00	
15.1a	Mobile Server	1	Licenses	\$20,000.00	
15.2	Mobile RMS	40	Licenses	\$0.00	Included in Mobile CAD
15.3	Mobile CLETS	1	Licenses	\$5,000.00	
15.4	Mobile AVL/GPS/Map	40	Licenses	\$18,000.00	
15.5	Mobile REPORT Writer	40	Licenses	\$20,000.00	
	Sub-Total			\$73,000.00	

Cyrun's Pricing

16 MOBILE DATA COMPUTER HARDWARE						
16.1	Mobile Data System	40	CPU/Screen/Keyboard			
					\$211,000.00	Data911 M7
16.2	Mobile Data System mounts for M7 display and keyboard	40	Mounting brackets kit			
					\$19,800.00	Data911 M7 mounting system
16.3	Mobile Data System Communications, Device Internal 3G cellular- (requires separate antenna-not included)-customer to specify cellular carrier	40	3G Modem			
					\$15,960.00	Data911
16.3a	GPS Module (requires separate 3.3v tolerant antenna with SMA connector-not included)	40	3G Modem			
					\$3,960.00	Data911
16.3b	WiFi Module, 802.11a/b/g/n (requires separate antenna-not included)	40	WiFi Module, 802.11a/b/g/n			
					\$3,560.00	Data911
16.3c	Mobile Mark Quad Band antenna to support 3G cellular, GPS and 802.11n	40	Mobile Mark Quad Band antenna			
					\$7,000.00	Data911
16.4	Mobile Data System Installation of M7 MDC and mount	40	Labor			
					\$18,000.00	Data911
16.5	Mobile Data System Server / Software Infrastructure	1	Hardware			
					\$44,433.00	FTI
16.5a	Mobile Data System Server / Software Infrastructure Two consecutive days of product support and installation training (includes travel and expenses)	1	Hardware			
					\$3,000.00	FTI
16.6	FTI Mobile Data Server Installation labor	1	Labor			
					\$14,750.00	FTI
					\$341,463.00	
17 MOBILE DATA COMPUTER HARDWARE - SPARES						
17.1	Mobile Spares (Hardware Only)	11				
					\$58,025.00	Data911 M7
					\$58,025.00	
18 WIRELESS NETWORK MOBILITY MANAGER						
18.1	Wireless Network Mobility Manager - Software	40	Licenses			
					\$4,800.00	QPCS
18.1.1	RadioIP (Mobile)	1	License			
					\$1,600.00	QPCS
18.1.2	RadioIP (Server)	1	Labor			
					\$7,500.00	QPCS
18.1.3	Radio IP Network Mobility Manager Software					
					\$13,900.00	
18.2	Wireless Network Mobility Manager - Hardware	1	Server			
					\$7,300.00	FTI
18.2.1	RadioIP Server	0	Console			
					N/A	FTI
18.2.2	RadioIP Console/Kyb/Mouse/KVD	0	Removable Media Device			
					N/A	FTI
18.2.3	Backup Device					
					\$7,300.00	

Cyrun's Pricing

20 FOOT BEAT APPLICATIONS						
20.1	PDA based CLETS Access	10	Licenses	\$2,000.00		Included with MC75A handheld only. See 20.3A through 20.3J
20.2	PDA based GPS	0	Licenses	\$0.00		See 20.3A through 20.3J
20.3	PDA based E-ticket/E-ticket printing	0	Licenses/Printer	\$0.00		
20.3A	PocketCitation	10	Licenses	\$14,990.00		Electronic traffic citation for the handheld devices
20.3B	SmartConnect	10	Interface	\$1,490.00		Printer connectivity module providing bi-directional communication for redundant, error-free connections, remote printer control, and font and template downloads.
20.3C	SmartExport - Cyrun RMS	1	Interface	\$7,500.00		Customized export of data fields from an APS form for import into back-end database systems (Cyrun RMS).
20.3D	Motorola MC75A Handheld w/Bluetooth, 2D D/L Imager, Color Cam, Ext Battery, QWERTY Ext Battery, QWERTY Keypad, GPS, CDMA or GPRS Bundle	10	Handheld	\$28,050.00		MC75A w/Bluetooth, 2D D/L Imager, Color Cam, Ext Battery, QWERTY Keypad, GPS, CDMA or GPRS USB Cradle, Line Cord, 110 Volt PS, USB Cable
20.3E	Motorola MC75 - Biometric Fingerprint Reader	10	Handheld Attachment	\$5,500.00		Motorola MC75 - Biometric Fingerprint Reader attachment couples with the MC75 series. This snap on device enables the capture of fingerprints. This attachment can charge and active sync in the original cradle.
20.3F	Symbol MC75 Extended Warranty - 3 Year Bronze with Comprehensive coverage	10	Warranty	\$3,870.00		No Hassle Warranty with 3-day turnaround time - all materials, parts and labor. Expert repair of product to original manufacturing specifications.
20.3G	Zebra RW420 Printer w/ Bluetooth and Magstripe (110-volt Power Supply)	10	Handheld Attachment	\$9,200.00		Zebra RW420 thermal printer with Bluetooth and magstripe. (Requires APS SmartConnect application to operate properly with APS software.)
20.3H	Zebra RW420 Extended Warranty - 3 Year Care Advantage w/ Comprehensive	10	Warranty	\$2,310.00		No Hassle Warranty covering all the labor and parts required to keep printer operating at high performance levels. All Zebra equipment returned for service under this agreement will receive a complete preventative maintenance procedure and will be returned at no additional cost.
20.3I	Thermal Paper Case (Zebra QL/RW420) 4" wide rolls	4	Supplies	\$396.00		Case (36 rolls) of Top Coated High-Quality Paper Rolls (80')
20.3J	Zebra RW420 Cable (Serial, 6-Ft.)	1	Handheld Attachment	\$29.00		Zebra RW220/420 Cable (Serial, 6-Ft.) Used to perform firmware updates on the printers.
20.4	PDA based Fingerprinting	0	Licenses/Capture Device	\$0.00		See 20.3A through 20.3J
20.5	PDA based CDL Readers	0	Licenses/CDL Reader	\$0.00		See 20.3A through 20.3J
20.6	PDA based Field Reporting	10	Licenses	\$10,000.00		
20.7	PDAs	0	Tablets	N/A		See 20.3A through 20.3J
Sub-Total				\$85,335.00		

Cyrun's Pricing

25 PATROL APPLICATIONS								
25.1	CAD GPS/Mapping	40	Licenses/Antennas		\$12,000.00			
25.2	E-ticket/ E-ticket printing	40	Licenses/Printers		\$0.00			See 26 below
25.3	On board Fingerprinting	40	Licenses/Capture Device		\$2,769.20			
25.4	On board CDL Reader	40	Licenses/CDL Readers		\$7,600.00			
25.5	On board Field Reporting	40	Licenses		\$0.00			See 15.5
26	Virtual Partner Engine	1	Interface		\$5,000.00			Interface to mobile data system (Cyrun Mobile) Auto-populates citations with mobile query returns
26.1	QuickTicket	40	Licenses		\$11,960.00			Interface to mobile data system (Cyrun Mobile) Auto-populates citations with mobile query returns
26.2	SmartConnect	40	Licenses		\$5,960.00			Printer connectivity module providing bi-directional communication for redundant, error-free connections, remote printer control, and font and template downloads.
26.3	SmartExport - Cyrun RMS	1	Interface		\$7,500.00			Customized export of data fields from an APS form for import into back-end database systems (Cyrun RMS).
26.4	Zebra RW420 Printer w/ USB Cable (12-volt Power Supply - Open Ended Cable)	40	Hardware		\$30,000.00			Zebra RW420 thermal printer with 12-volt open ended Power Supply and 6 Ft. Cable (USB to RJ45 Cable with lock). Requires APS SmartConnect application to operate properly with APS software.
26.5	Zebra RW420 Vehicle Cradle (Locking)	40	Hardware		\$3,960.00			Zebra RW420 Vehicle Cradle (Locking)
26.6	Thermal Paper Case (Zebra QL/RW420) 4" wide rolls	15	Supplies		\$1,485.00			Case (36 rolls) of Top Coated High-Quality Paper Rolls (80')
26.7	Zebra RW420 Cable (Serial, 6-Ft.)	1	Hardware		\$29.00			Zebra RW220/420 Cable (Serial, 6-Ft.)
	Sub-Total				\$88,263.20			
30 MOBILE VIDEO APPLICATIONS								
30.1	On board Video	20	Licenses/Recorder/Camer as		\$120,000.00			QPCS
30.2	On board LPR	20	Licenses/Cameras		\$216,160.00			QPCS
	Sub-Total				\$336,160.00			
35 CLONING KIT								
35.1	Cloning Software, Hardware and Medium	1	Kit		\$12,500.00			FTI
	Sub-Total				\$12,500.00			
40 700 MHZ HARRIS RADIO BACKBONE								
40.1	Harris P25 Trunking Radio System (Voice)	0	Interface					Not included
40.1a	Backbone with Data	0	Interface					Not included
40.2	700 MHz Mobile Data Comm radios	0	Radios					Not included
40.3	700 MHz Mobile Data Comm radio configurations	0	Configurations					Not included
40.4	700 MHz Mobile Training	0	Training					Not included
40.5	Harris P25 Trunking Radio System Installation / Documentatio	0	Installation/Documentatio					Not included
	Sub-Total							Not included

Cyrun's Pricing

Item ID	Description	Quantity	Unit	Rate	Total	Notes
50 WIFI WIRELESS BACKBONE						
50.1	WiFi Network design	1	Design / Diagrams	Included		This is for 1 wireless hotspot, not a mesh or wide area WiFi system. Cyrun can quote a mesh/wide area WiFi system via a change order.
50.2	WiFi Backbone hardware (1 Hot Spot)	1	Antennas, Stations	Included		
50.3	WiFi Backbone installation	1	Installation	Included		
50.4	WiFi Backbone Configuration/ Certification	1	Configuration/Certification	Included		
50.5	WiFi Backbone hardware Diagnostics kit	1	Kit (hardware/software)	\$2,995.00		
50.6	WiFi Miscellaneous Costs	1	Miscellaneous	Included		
50.7	WiFi Training		Hours	Included		
	Sub-Total			\$2,995.00		
70 MISCELLANEOUS						
70.1	Consulting		Hours	N/A		Included with other services.
70.1a	Cyrun Project Management		Hours	\$174,849.00		
70.1b	Laptop E-Ticket Project Management		Hours	\$2,081.00		
70.1c	PDA Project Management		Hours	\$1,199.00		
70.2	Design Cyrun		Hours	\$30,000.00		
70.2a	Design FTI		Hours	\$13,500.00	FTI	
70.2b	Cyrun Certification to Harris Radio System		Hours	\$20,000.00		Cyrun completing the Harris certification process.
70.3	Installation Cyrun		Hours	\$5,000.00		
70.3a	Installation FTI		Hours	\$21,500.00	FTI	
70.3b	Installation Mobile Cyrun Software		Hours	\$3,500.00		
70.3c	Active Directory Design and Implementation		Hours	\$5,000.00	FTI	
70.4	Integration		Hours	N/A		Included with other services.
70.5	Data Migration		Hours	N/A		
70.6	Data Entry		Hours	\$175,000.00		Classroom training per day, 1 day is 8 hours per trainer(Additional Cyrun training may be purchased by POLA) Workplace Coaching, 1 day is 8 hours per trainer(Additional Cyrun training may be purchased by the POLA)
70.7	Training, CAD/RMS/MDC	61	Days	\$62,000.00		
70.7a	Training Laptop E-Ticket		Training	\$4,000.00		
70.7b	Training PDA E-Citation		Training	\$2,000.00		
70.8	Tax			\$92,511.44		
70.9	Shipping			\$13,500.00		
	Sub-Total			\$630,640.44		

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

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EXHIBIT B
PROJECT SCHEDULE

Project Schedule to be provided as part of future deliverable

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

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EXHIBIT C
STATEMENT OF WORK

POWERING PUBLIC SAFETY

Security powered by information

Statement of Work
Exhibit C

Between

Los Angeles Port Police

and

Cyrun

**EXHIBIT C
STATEMENT OF WORK**

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EXHIBIT C
STATEMENT OF WORK**General Scope:**

This document defines the tasks for the implementation of the Aided Dispatch (CAD) and Mobile Silent Dispatching System for the Los Angeles Port Police's, herein called "Customer". References to Los Angeles Port Police and/or Customer shall have the meaning of "City" as defined in the Board Agreement. Furthermore, nothing herein shall relieve Cyrun of responsibility for tasks identified as the work of a subcontractor of Cyrun. The CAD system to be installed by CYRUN will include hardware and software as defined in Exhibit 1A, Costs Sheet-Pricing and the Notes section of Exhibit Aon Los Angeles Port Police's existing network.

The implementation of the CAD system will be in accordance with the tasks listed below and shall be completed in accordance with the Project Schedule.

CYRUN may elect to run tasks concurrently or independent of other tasks and not necessarily in the listed order.

Task 1 Kick-off Meeting**Task Description:**

This task is kick-off meeting after contacts are signed.

The objectives of this first meeting include, but may not be limited to:

- Introduce any new Project participants;
- Review roles of key participants;
- Review and adjust if necessary, the chain of communication and authority;
- Review general Project scope and objectives;
- Review the current Project Schedule;
- Review tasks and assignments;
- Review Change Orders, if any;
- Review resource and scheduling requirements;
- Create, update and maintain a task list that identifies tasks, to whom assigned and due dates;
- Review the Statement of Work;
- Review CYRUN's responsibilities in the areas of Project Management;
- Review Los Angeles Port Police responsibilities in the areas of Project Management
- Review the Agreement.
- Identify any interfaces that need to be created and assign to a Cyrun engineer

Responsibilities include, but are not limited to:**CYRUN will:**

Assign Darrell Luera or other Cyrun Personnel as the CYRUN Project Manager for this Project. The responsibilities of the CYRUN Project Manager or his designee include, but are not limited to:

- Maintain Project communications with Los Angeles Port Police Project Manager throughout the duration of the Project.
- Manage the efforts of CYRUN staff and coordinate CYRUN activities with Los Angeles Port

**EXHIBIT C
STATEMENT OF WORK**

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- Police Project team members.
- Schedule and meetings and all subsequent Project Management meetings or provide alternate CYRUN personnel as necessary.
- Conduct Project Management meetings with Los Angeles Port Police Project Manager on a monthly basis, or as may otherwise may necessary to discuss Project status.
- Prepare the agenda for each Project Management meetings and submit the draft agenda to Los Angeles Port Police not less than five (5) business days prior to the next scheduled meeting.
- Continue to maintain a Project Schedule.
- Prepare monthly project status reports. In each report, CYRUN shall identify and document any milestones missed, late deliverables, and any impediments that CYRUN may detect, in or out of CYRUN's control, that will/may interfere with the successful completion of this Project or the completion of this Project in the amount of time allocated by the Agreement.
- Measure and evaluate progress against the Project Schedule.
- Identify and resolve deviations from the Project Schedule.
- Coordinate and oversee the installation and successful completion of the Licensed Software as provided under the Agreement.
- Discuss and recommend resource and time requirements for Los Angeles Port Police-related tasks.
- Act as a liaison with all Project related vendors and agencies.
- Deliver one complete set of Documentation to Los Angeles Port Police in electronic format.
- Ensure that all necessary CYRUN technical support and management personnel who are authorized to make decisions on behalf of CYRUN are available for the Project Management meetings or are available to the CYRUN Project Manager as may be necessary in order to successfully complete the project.
- Ensure that all CYRUN staff and subcontractor staff personnel who are assigned to work on the Project are competent, qualified, available as needed and prepared for performing the tasks required under the Agreement.
- Identify and build any required interfaces

Los Angeles Port Police will:

Assign the Los Angeles Port Police Project Manager for the Project. The responsibilities of the Los Angeles Port Police Project Manager include, but are not limited to:

- Maintain Project communications with CYRUN's Project Manager.
- Provide a meeting facility that is adequate in size for the personnel attending.
- Provide multimedia projector and screen, if needed.
- Ensure that all necessary Los Angeles Port Police technical support and management personnel who are authorized to make decisions on behalf of Los Angeles Port Police are available for the Project Management meetings or are available to the Los Angeles Port Police Project Manager as may be necessary in order to successfully complete this project.
- Ensure that all Los Angeles Port Police staff who are assigned to work on the Project are competent, qualified, available as needed and prepared for performing the tasks required under the Agreement.

EXHIBIT C
STATEMENT OF WORK

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Task 2 Site infrastructure Survey

Task Description:

This Task consists of visit(s) to the Customer’s facilities by CYRUN, to review Customer’s infrastructure and technology as they relate to the System.

Responsibilities include, but are not limited to:

CYRUN will:

- Review all Customer’s facilities to be impacted by the installation of the System to determine any additional needs, issues or concerns.
- Review servers location to determine resources and/or equipment needed for the operation of the System.
- Schedule a series of meetings/interviews with Customer’s staff in all areas to be impacted by installation of the System. Conduct an on-site workflow review and analysis of all data entry and reporting requirements of the Customer.
- Make specific written recommendations including photographs regarding operational resource requirements that may be needed in order to effectively and efficiently operate the System once installed.
- Document all problems that may impede CYRUN from installing the System and discuss possible solutions with the Customer.
- Document any written requests for enhancements or customizations to the System that are identified as necessary components for the successful operation of the System.
- Describe the proposed workflow of information within the Alliance system based on the existing workflow of the agency.
- Coordinate with Customer and City Departments for permits and internal work orders.

Los Angeles Port Police will:

- Allow Cyrun access to all facilities to be impacted by the installation of the System.
- Provide staff members that are able to make decisions on workflow, procedures and policies during the Site Survey.
- Review the Site Survey documents and meet with CYRUN to discuss any adjustments that may be required.

Task 3 Hardware, Software Purchase and Installation

Task Description:

This task encompasses the purchase, installation and initial testing of servers, workstations and UPS by Cyrun or Frontier Technologies (FTI), onto the Los Angeles Port Police Local Area Network (LAN) as defined in the attached pricing. Refer to Attachment A for details. This will begin with a site visit to Customer’s facility to meet with project personnel and confirm all assumptions made in this document. This will include a detailed review of the physical infrastructure and a detailed review of the existing computing architecture with Customer’s IT staff members. Any discrepancies between FTI’s current

EXHIBIT C
STATEMENT OF WORK

1 understanding of the environment and the actual state uncovered during this review will be addressed
2 prior to any further effort being expended. As part of this task FTI will also develop a detail timeline
3 with specific deliverables.
4

5 FTI will procure all hardware and software components and will begin the configuration process at its
6 Santa Barbara facility. This includes configuring server storage, pre-loading all Windows Server
7 Software, and patching to current. Likewise all desktops systems will be patched to current and
8 prepared for site deployment and all Cisco networking components will brought to current IOS levels.
9 All systems will be burned in at FTI's facility for a minimum of 7 days. All configurations will be to Cyrun
10 specification.
11

12 As an alternate approach with the desktops FTI may fully configure one system and provide it to the PD
13 to test. Once the PD confirms the configuration FTI will clone the system and apply that to the
14 remaining desktops. This approach would also fit with the cloning process the PD has requested. The
15 pricing can accommodate either a full per system configuration or the cloning approach described
16 above.
17

18 **Responsibilities include, but are not limited to:**
19

20 **CYRUN/FTI will:**
21

- 22 • Will deliver the Server and Networking Equipment to the Customer's facility and install
23 onsite in FTI provided racks. Desktops will also be delivered and installed in Customer's
24 designated locations. FTI will complete the configurations in the following fashion.
- 25 • **Networking Equipment:** Routing and switching configurations will be setup to create
26 separate networks for Production and Test Environments. FTI will configure both
27 Production and Test Networks. Any required VLAN segmentation and security protocols,
28 assuming the specified equipment is capable of the Customer's request, will be configured
29 and is covered by the quoted services.
- 30 • **Production CAD / RMS Servers:** The two production CAD / RMS Servers will be joined to the
31 production domain. These servers will be loaded with MS SQL Server 2008 R2 and prepared
32 for Alliance installation. Due to Alliance's fault tolerant design these two servers will act as
33 failover for each other.
- 34 • **Backup Server:** FTI will join this system to the domain. It will be configured with a large
35 amount of local disk storage that will accommodate a disk to disk backup system connected
36 to the other servers provided as part of this proposal. All backups will be centrally managed
37 by Symantec Backup Exec. The system includes a locally installed LTO 4 Tape Drive that will
38 be used as removable backup retention. The backup configuration, data retention and
39 rotation scheme will all be addressed and configured by FTI as part of this proposal.
- 40 • **Radio IP Server:** This system will be configured, joined to the domain, and prepped per
41 Cyrun's requirements.
- 42 • **Mobile Data System:** FTI will configure the two servers associated with the Mobile Data
43 System. These servers will form a two node Citrix Xen App farm capable of publishing
44 applications or full desktops to PC and Mobile Devices in the Environment. The farm will
45 have fail over capability and will provide seamless environment to mobile users. Although

EXHIBIT C
STATEMENT OF WORK

1 the Mobile Data Units themselves are not provided by FTI, FTI will assist with connecting all
2 devices to the server infrastructure (Assumes 65 devices) as part of this proposal.

- 3 • **Test Environment Server:** FTI will provide a server for the testing of updates and patches to
4 the CAD / RMS system. This server will be joined to the test network domain. FTI is
5 proposing that the server be loaded with a baseline Virtualization Technology (vSphere,
6 HyperV Etc...). This will allow Customer's staff to take snap shots of the productions systems
7 to ensure they have current versions of the system to test on. This approach also allows for
8 a simple regression testing environment in that multiple snapshots can be made as different
9 scenarios are tested. While this is the most flexible approach FTI can also deploy a
10 traditionally configured server for this role. Either scenario is covered within the cost
11 proposal.
- 12 • **Desktop Deployment:** FTI will configure all desktops associated with the proposal and
13 deploy them onsite. The systems will be joined to the domain. Cyrun is responsible for all
14 Alliance software installation and configuration.
- 15 • **Cloning Kit:** FTI will deploy Acronis to take and store images of the desktops, mobile devices
16 and servers. The software will reside on the Backup Server but will have its own external
17 hard drives for storage. The software is capable of performing an initial clone of the systems
18 for archival storage or can be used to take ongoing snapshots of the systems for cold metal
19 restore to almost current system state. The pricing covers either scenario.
- 20 • Will document all installed systems including network diagrams and as built documentation.
21 FTI will then provide a documentation overview and administrative training (exclusive of
22 Cyrun or other vendor specific software) to Customer's staff.
- 23 • Be responsible for the actual data backup and restoration process, by in-site technician as
24 described in pricing.
- 25 • Be responsible for maintaining all 3rd Party Software after final acceptance by in-site
26 technician as described in pricing.

27
28 **Los Angeles Port Police will:**

- 29 • CYRUN temporary access to the network and Administrator rights.
- 30 • Grant CYRUN network administration rights to the Los Angeles Port Police CAD/RMS
31 computer network.
- 32 • Provide access to electrical and LAN for servers and workstations.
- 33 • Los Angeles Port Police will use its best efforts to ensure CYRUN will have reasonable and
34 timely access to all equipment for purposes of Alliance Software installation.

35
36
37 **Task 4 P25 interface**

38 **Task Description:**

39 For this task Cyrun is to development and install the Alliance software interface that will send text only
40 CAD call data to the mobile data computer via the Harris P25. Since only a small amount of data that can
41 be transferred on the P25, Cyrun will be sending and receiving a very minimal amount of CAD text data.
42 This interface shall be completed and tested prior to going live with the CAD system. Cyrun has set aside
43 funds for this interface as described in pricing and will work with Customer to finalize the interface
44 design. Depending on the complexity of the final design additional funds may be needed.

EXHIBIT C
STATEMENT OF WORK

1 Responsibilities include, but are not limited to:

2
3 CYRUN will:

- 4
- 5 • Work with vendors to design, develop, install, and test the Cyrun portion of the interface.
- 6 • Assist Customer in negotiating with vendors to obtain any hardware, or software or
- 7 licensing from the other vendors to complete the interface.
- 8 • Meet with Customer to discuss and agree upon in the final detailed design.
- 9

10 Los Angeles Port Police will:

- 11
- 12 • Obtain any hardware, or software or licensing from the vendor to complete the interfaces
- 13 through a change order.
- 14

15 **Task 5 NICE Situator Interface**

16 **Task Description:**

17 For this task Cyrun is to development and install the Alliance software interface to the NICE Situator. The
18 NICE system may initialize the event based on its business rules, for example a package left in a location
19 too long or movement in a restricted area. Or if a CAD parameter in the NICE Situator is triggered then
20 the NICE Situator would notify the CAD to create an event at the location of the triggered camera. For
21 example if a CAD location has one or more cameras associated then when the CAD system creates the
22 event and it would activate the NICE display to show the associated cameras. Cyrun has set aside funds
23 for this interface as described in pricing and will work with Customer to finalize the interface design.
24 Depending on the complexity of the final design additional funds may be needed.

25
26 Responsibilities include, but are not limited to:

27
28 CYRUN will:

- 29
- 30 • Work with vendors to design, develop, install, and test the Cyrun portion of the interfaces.
- 31 • Represent the Customer in negotiating with vendors to obtain any hardware, or software or
- 32 licensing from the other vendors to complete the interface.
- 33 • Meet with Customer to discuss and agree upon in the final detailed design.
- 34

35 Los Angeles Port Police will:

- 36
- 37 • Obtain any hardware, or software or licensing from the vendors to complete the complete
- 38 the interfaces through a change order.
- 39

40 **Task 6 Master Clock Interface**

41 **Task Description:**

42 For this task Cyrun is to development and install the Alliance software interface that will synchronize the
43 Alliance servers to a single time source. Cyrun has set aside funds for this interface as described in
44 pricing and will work with Customer to finalize the interface design. Depending on the complexity of the

EXHIBIT C
STATEMENT OF WORK

1 final design additional funds may be needed.

2
3 **Responsibilities include, but are not limited to:**

4
5 **CYRUN will:**

- 6
- 7 • Work with vendor to design, develop, install, and test the Cyrun portion of the interfaces.
- 8 • Represent the Customer in negotiating with vendors to obtain any hardware, or software or
- 9 licensing from the other vendors to complete the interface.
- 10 • Meet with Customer to discuss and agree upon in the final detailed design.

11
12 **Los Angeles Port Police will:**

- 13
- 14 • Obtain any hardware, or software or licensing from the vendors to complete the interfaces
- 15 through a change order.
- 16

17 **Task 7 VOIP/Centrex Avaya Interface**

18 **Task Description:**

19 For this task Cyrun is to development and install the Alliance software interface to the VOIP/Centrex
 20 Avaya system that when a dispatch request call (DRC) is received by the dispatch center it is displayed
 21 on the Centrex Avaya Interface phone. This DCR data can be dropped into event or complainant fields
 22 using keystrokes. By default the DRC data will only be dropped into the dispatcher’s station where the
 23 call is answered. The way Alliance determines the location of the answering call is by the terminal
 24 routing code that is assigned by your local phone company. Terminal ID Routing is designed to manage
 25 multiple calls for events that are received at nearly the same time. Cyrun has set aside funds for this
 26 interface as described in pricing and will work with Customer to finalize the interface design. Depending
 27 on the complexity of the final design additional funds may be needed.

28
29 **Responsibilities include, but are not limited to:**

30
31 **CYRUN will:**

- 32
- 33 • Work with vendor to design, develop, install, and test the Cyrun portion of the interfaces.
- 34 • Represent the Customer in negotiating with vendors to obtain any hardware, or software or
- 35 licensing from the other vendors to complete the interface.
- 36 • Meet with Customer to discuss and agree upon in the final detailed design.

37
38 **Los Angeles Port Police will:**

- 39
- 40 • Obtain any hardware, or software or licensing from the vendors to complete the interfaces
- 41 through a change order.
- 42 • Make available personnel and/or vendors responsible for the VOIP/Centrex Avaya Interface.
- 43

**EXHIBIT C
STATEMENT OF WORK**

1 **Task 8 Mobile Handheld Interface**

2 **Task Description:**

3 For this task Cyrun is to development and install the Alliance software interface that will allow for
4 receiving dispatched events to the handheld device. Cyrun has set aside funds for this interface as
5 described in pricing and will work with Customer to finalize the interface design. Depending on the
6 complexity of the final design additional funds may be needed.

7
8 **Responsibilities include, but are not limited to:**

9
10 **CYRUN will:**

- 11 • Work with vendor to design, develop, install, and test the Cyrun portion of the interfaces.
- 12 • Represent the Customer in negotiating with vendors to obtain any hardware, or software or
- 13 licensing from the other vendors to complete the interface.
- 14 • Meet with Customer to discuss and agree upon in the final detailed design.

15
16
17 **Los Angeles Port Police will:**

- 18 • Obtain any hardware, or software or licensing from the vendors to complete the interfaces
- 19 through a change order.
- 20 •
- 21 •

22 **Task 9 CAD to Radio (Motorola) Interface**

23 **Task Description:**

24 For this task Cyrun is to development and install the Alliance software interface that will record to an
25 event the radio channel which was assigned by a dispatcher. The proposed process is that when a
26 dispatcher assigns a radio channel via the Motorola software, Motorola will send Cyrun a text data string
27 containing the radio channel. Cyrun has set aside funds for this interface as described in pricing and will
28 work with Customer to finalize the interface design. Depending on the complexity of the final design
29 additional funds may be needed.

30
31 **Responsibilities include, but are not limited to:**

32
33 **CYRUN will:**

- 34 • Work with vendor to design, develop, install, and test the Cyrun portion of the interfaces.
- 35 • Represent the Customer in negotiating with vendors to obtain any hardware, or software or
- 36 licensing from the other vendors to complete the interface.
- 37 • Meet with Customer to discuss and agree upon in the final detailed design.

38
39
40 **Los Angeles Port Police will:**

- 41 • Obtain any hardware, or software or licensing from the vendors to complete the interfaces
- 42 through a change order.
- 43
- 44

**EXHIBIT C
STATEMENT OF WORK**

Task 10 *Wi-Fi Hot Spot*

Task Description:

For this task Cyrun is to development and install a Wi-Fi Hot Spot to facilitate the uploading of the in-car video data to the PD.

- The Wi-Fi Hot Spot will facilitate the upload of video-evidence collected by the mobile vehicles. When using the automatic wireless upload feature, the vehicle will be able to initiate the upload process as soon as the Wi-Fi Hot Spot is in range. Once the video is uploaded to the back-end server, the vehicle will remove the video from the local recording unit as it now resides on the back-end system. The "To be Determined" (TBD) software offers an upload process mechanism, capable of remembering where the upload process stopped if it is ever interrupted. The Wi-Fi system may also be used to push updates to the vehicles as it relates to the TBD software or for software updates.

Responsibilities include, but are not limited to:

CYRUN will:

- Work with vendor to design, develop, install, and test the Cyrun portion of the interfaces.
- Represent the Customer in negotiating with vendors to obtain any hardware, or software or licensing from the other vendors to complete the interface.
- Meet with Customer to discuss and agree upon in the final detailed design.

Los Angeles Port Police will:

- Will be the single point of contact for Cyrun and possess the ability and authority to make decisions as they relate to equipment, workflow and change orders.
- Make available department vehicles for installation of MDC at a time and location necessary to complete the installation milestone.
- Provide appropriate work space for the installations such as garage bay, enclosed sally-port, etc.

Task 11 *MDS Hardware*

Task Description:

This task consists of the purchase and installation of TBD Mobile Data Computers. Cyrun has partnered with the TBD Mobile Data Computer company to deliver the Mobile Data Computers as listed in the pricing exhibit or change order. Additionally, Cyrun has partnered with Airwave Communications for the installations of the MDCs. Airwave, using certified installers will work in concert with the Customer's project manager.

Responsibilities include, but are not limited to:

Cyrun will:

- Meet with Customer to discuss and agree upon in the final MDC selection.
- Not order any equipment until an official notice to proceed has been received.

**EXHIBIT C
STATEMENT OF WORK**

- 1 • Review with Customer the MDC specifications and any additional options requested.
- 2 • Will be responsible for the coordination of delivery and installation of the deliverables.
- 3 • Monitor the initial operation of systems and answer any operational questions by Customer.

Los Angeles Port Police will:

- 6 • Will be the single point of contact for Cyrun and possess the ability and authority to make decisions as they relate to equipment, workflow and change orders.
- 8 • Make available department vehicles for installation of MDC at a time and location necessary to complete the installation milestone.
- 10 • Provide appropriate work space for the installations such as garage bay, enclosed sally-port, etc.

Task 12 MDS Hardware Training

Task Description:

This task consists of the training 3 of the Customer’s personnel in the operation of the TBD Mobile Data Computers. Training will consist of an overview of the use of the MDCs, minor troubleshooting and general care/maintenance. The scope of the training will be tailored to the specific needs of the department as determined by the Customer’s Project Manager.

Responsibilities include, but are not limited to:

Cyrun will:

- Provide only qualified trainers or subcontractors for training classes.
- Provide on-site training for 3 of the Customer’s operational and technical personnel on a mutually agreed to schedule.
- CYRUN guarantees that all training material will be complete and current.

Los Angeles Port Police will:

- With the assistance from CYRUN, produce a tentative training schedule within fourteen (14) days of notice that CYRUN is ready to proceed with MDC training.
- Provide suitable space for the above training.
- Schedule for training only Customer personnel who have basic technical knowledge of computers.

Task 13 MDS Software Installation

Task Description:

This task defines the tasks of the subcontractor to Cyrun. Cyrun or its subcontractor shall provide the following equipment and services. Specific quantities and services are described in the Pricing exhibit.

Responsibilities include, but are not limited to:

Cyrun or its subcontractor will:

- Provide the following:

EXHIBIT C
STATEMENT OF WORK

- 1 ○ Radio-IP Middleware
- 2 ○ MPLS Interface
- 3 ○ WIFI Access Points
- 4 ○ On-site installation (Vehicles)
- 5 ○ On-site installation (back end services)
- 6 ○ Perform functionality testing of all software to ensure complete operability of all
- 7 components.
- 8 ○ Integrate the above materials and drop ship same for installation. Subcontractor
- 9 shall be responsible for set up of back end servers and hardware/software
- 10 integration of its products.
- 11 ○ Monitor the initial operation of systems and answer any operational questions by
- 12 Customer.

13
14 **Los Angeles Port Police will:**

- 15 • Will be the single point of contact for Cyrun and possess the ability and authority to make
- 16 decisions as they relate to equipment, workflow and change orders.
- 17 • Make available department vehicles and server(s) for installation of the software at a time
- 18 and location necessary to complete the installation milestone.
- 19 • Provide appropriate work space for the installations such as garage bay, enclosed sally-port,
- 20 etc.

21
22 **Task 14 MDS Alliance Software Installation**

23 **Task Description:**

24 This task consists of the installation of Alliance’s Mobile Data Software as described in the pricing
25 exhibit, on the Cyrun supplied Mobile Data Computers.

26
27 **Responsibilities include, but are not limited to:**

28
29 **Cyrun will:**

- 30 • Will load the MDS software on up to forty five (45) TBD MDC equipment.
- 31 • Perform functionality testing of all software to ensure complete operability of all
- 32 components.
- 33 • Provide Customer with the cloning kit with images for the forty five (45) TBD MDC

34
35 **Los Angeles Port Police will:**

- 36 • Provide vehicles and other mutually agreed upon resources, such as garage bays, within the
- 37 agreed upon schedule to complete rollout (installation/configuration) of the software onto
- 38 mobile computers.
- 39 • Provide all IP addresses for systems connected via a network.
- 40 • Provide a work area during installation of all hardware and software.
- 41 • Provide an area within the agency for installation of the software.

42
43 **Task 15 CAD & Standard Operating List Building, System Admin Training**

44 **Task Description:**

**EXHIBIT C
STATEMENT OF WORK**

1 During this task, up to three (3) Los Angeles Port Police staff personnel will be trained on how to set-up
2 and maintain the Alliance Standard Operating Data Lists & CAD Operating Data, along with Alliance
3 System Admin Training. This process will incorporate meetings with CYRUN, the Los Angeles Port Police
4 Project Manager and other key Los Angeles Port Police staff members.

5
6 **Responsibilities include, but are not limited to:**

7
8 **CYRUN will:**

- 9
- 10 • Train up to three (3) Los Angeles Port Police personnel on how to set-up and manage the
- 11 Alliance Standard Operating Data Lists & CAD Operating Data, along with Alliance System
- 12 Admin Training.
- 13 • Provide Los Angeles Port Police with a document outlining the Standard Operating Data Lists
- 14 & CAD data lists that are to be built.
- 15 • Review with Los Angeles Port Police the Standard Operating Data Lists & CAD data lists set
- 16 prior to Los Angeles Port Police entering in the data.
- 17 • Review with Los Angeles Port Police the Standard Operating Data Lists & CAD data lists
- 18 entered into Alliance.
- 19

20 **Los Angeles Port Police will:**

- 21
- 22 • Assign key personnel to work on the Standard Operating Data Lists & CAD data lists.
- 23 • Meet with CYRUN and provide status reports on the progress of Los Angeles Port Police
- 24 personnel entering the Standard Operating Data Lists & CAD data lists.
- 25 • Review with CYRUN the Standard Operating Data Lists & CAD data lists entered into Alliance.
- 26

27 **Task 16 CAD Subsystem Functional System Review**

28 **Task Description:**

29 During this task, CYRUN will demonstrate the functionality of the CAD Subsystem (Event Desk operation
30 of the Pending Events, Unit Status and Event Detail) and the P25, CAD to Radio (Motorola) interfaces.

31
32 **Responsibilities include, but are not limited to:**

33
34 **CYRUN will:**

- 35
- 36 • Notify Los Angeles Port Police when the CAD Subsystem and related CAD interfaces have
- 37 completed CYRUN's internal testing process and are free from known defects and ready for
- 38 training and production operation.
- 39 • Conduct a functional demonstration of the CAD Subsystem and related interfaces
- 40 demonstrating all functionality therein.
- 41 • Assist Los Angeles Port Police on an as-needed basis during the execution of this review
- 42 process.
- 43

44 **Los Angeles Port Police will:**

**EXHIBIT C
STATEMENT OF WORK**

- Within ten (10) working days of receipt of written notice from CYRUN that the CAD Subsystem has passed CYRUN's internal testing and is free of known defects, Los Angeles Port Police will participate in the Functional System Review.
- If during the review process Los Angeles Port Police identifies any defects, Los Angeles Port Police will submit within as soon as practical, in writing, a support trouble ticket.

Task 17 CAD Subsystem Training

Task Description:

This task is for CYRUN to train Los Angeles Port Police personnel on the use of the CAD Subsystem. All training provided as a perishable skill, if Los Angeles Port Police personnel do not immediately use the skills learned there is a high chance that they will perish.

Training shall be completed as soon as reasonably possible prior to going live with the CAD Subsystem. CYRUN will train all dispatchers on the CAD Subsystem. Class size shall not exceed six (6) students for CAD. Additional training for newly installed modules will be provided for an additional cost.

CYRUN will provide on-site CAD Subsystem classroom training in a maximum of four (4) hour training blocks. Los Angeles Port Police total training time available for this project is described in pricing. All training shall be scheduled at a time mutually agreeable to both parties.

CYRUN's on-site training program shall employ both classroom training and workplace coaching to ensure that Los Angeles Port Police personnel master the capabilities of the CAD Subsystem. Classroom training shall be divided into a series of training modules, each lasting between two (2) and four (4) hours, including breaks. Typical CAD training consists of 2 trainers, 2-4 hour training classes for each group of 6 students.

A CAD Subsystem user-training program (the "CAD Subsystem Training Plan") will be supplied to Los Angeles Port Police. The CAD Subsystem Training Plan shall include adequate training for Los Angeles Port Police personnel on the CAD Subsystem.

Responsibilities include but are not limited to:

CYRUN will:

- Provide only qualified trainers or subcontractors for training classes.
- Provide on-site training for Los Angeles Port Police operational and technical personnel and other Los Angeles Port Police staff members on the CAD Subsystem purchased under the Contract and on a mutually agreed to schedule.
- CYRUN guarantees that all training material will be complete and current with the Licensed Software.
- Provide a training test to confirm understanding of the materials presented and allow Los Angeles Port Police Project Manager to monitor training classes.
- Provide Workplace Coaching to clarify and integrate classroom skills into daily work activities.

**EXHIBIT C
STATEMENT OF WORK**

Los Angeles Port Police will:

- With the assistance from CYRUN, produce a tentative training schedule and review the syllabus material within fourteen (14) days of notice that CYRUN is ready to proceed with CAD Subsystem training.
- Schedule for training only Los Angeles Port Police personnel who have basic computer knowledge on:
 - How to log into the network;
 - Use a keyboard;
 - Use a mouse; and
 - Open and operate basic computer programs;
 - Basic typing skills.
 - How to function as a Dispatcher
 - Authorized and trained on the functions of CLETS/NCIC
- Provide a training room that will be used solely for training during the hours of training.
- Provide computers, one for each person being trained, and one for the instructor, configured with the CYRUN Application Software.
- Provide multimedia projector and screen.

Task 18 CAD Subsystem Production Operation

Task Description:

Upon completion of the CAD Subsystem training, Los Angeles Port Police will place the CAD Subsystem into productive use in a live environment.

Responsibilities include, but are not limited to:

CYRUN will:

- Provide access to technical staff to adequately prepare the CAD Subsystem for going “live”.
- Notify Los Angeles Port Police when the CAD Subsystem is ready for live use.
- Assist Los Angeles Port Police staff in placing the CAD Subsystem into a live environment.
- Monitor the initial operation of the CAD Subsystem and answer any operational questions by Los Angeles Port Police.
- Assist the staff in utilizing the CAD Subsystem and the computer operations staff in supporting the CAD Subsystem.

Los Angeles Port Police will:

- Go live on the date mutually determined by both parties.
- If during the testing process Los Angeles Port Police identifies any defects, Los Angeles Port Police as soon as practical will submit, in writing, a support trouble ticket.

EXHIBIT C
STATEMENT OF WORK**Task 19** *RMS/FOR Data Lists Building***Task Description:**

During this task, up to three (3) Los Angeles Port Police staff personnel will be trained on how to set-up and maintain the Alliance RMS/FOR Operating Data. This process will incorporate meetings with CYRUN, Los Angeles Port Police Project Manager, and other key Los Angeles Port Police staff members.

Responsibilities include, but are not limited to:**CYRUN will:**

- Train up to three (3) Los Angeles Port Police personnel on how to set-up and manage the Alliance RMS/FOR Operating Data.
- Provide Los Angeles Port Police with a document outlining the RMS/FOR data lists which are to be built.
- Review with Los Angeles Port Police the RMS/FOR data lists set prior to Los Angeles Port Police entering in the data.
- Review with Los Angeles Port Police the RMS/FOR data lists entered into Alliance.

Los Angeles Port Police will:

- Assign key personnel to work on the RMS/FOR data lists.
- Provide CYRUN in a timely fashion the date that Los Angeles Port Police expects to complete the RMS/FOR data lists.
- Meet with CYRUN and provide status reports on the progress of entering the RMS/FOR data lists.
- Review with CYRUN the RMS/FOR data lists entered into Alliance.

Task 20 *RMS/FOR Subsystem Functional System Review***Task Description:**

During this task, CYRUN will demonstrate the functionality of the RMS/FOR Subsystem including interfaces. RMS Subsystem consist of the Background Data modules, Personnel, Training, Equipment, UCR reporting and Crime Analysis. FOR Subsystem consists of Case Reports, Case Management.

Responsibilities include, but are not limited to:**CYRUN will:**

- Notify Los Angeles Port Police when RMS/FOR Subsystem and related interfaces have completed CYRUN's internal testing process and are free from known defects and ready for training and production operation.
- Assist Los Angeles Port Police on an as-needed basis during the execution of this review process.

Los Angeles Port Police will:

**EXHIBIT C
STATEMENT OF WORK**

- 1
- 2 • Within ten (10) working days of receipt of written notice from CYRUN that RMS/FOR
- 3 Subsystem has passed CYRUN's internal testing and is free of known defects, Los Angeles
- 4 Port Police will participate in the Functional System Review.
- 5 • If during the review process Los Angeles Port Police identifies any defects, Los Angeles Port
- 6 Police will submit, as soon as practical in writing, a Support trouble ticket.
- 7

8 **Task 21 RMS Training**

9 **Task Description:**

10 This task is to train Los Angeles Port Police personnel on the use of the RMS Subsystem. All training

11 provided as a perishable skill, if Los Angeles Port Police personnel do not immediately use the skills

12 learned there is a high chance that they will perish and additional training will need to be purchased.

13 Los Angeles Port Police has purchased a set number of hours as defined in pricing which is used for all

14 training.

15

16 Training shall be completed as soon as reasonably possible just prior to going live with the RMS

17 Subsystem. CYRUN will train all records personnel on the RMS Subsystem. Class size shall not exceed

18 ten (10) students for RMS.

19

20 CYRUN will provide on-site RMS Subsystem classroom training in a maximum of four (4) hour training

21 blocks. All training shall be scheduled at a time mutually agreeable to both parties.

22

23 CYRUN's on-site training program shall employ both classroom training and workplace coaching to

24 ensure that Los Angeles Port Police personnel master the capabilities of the RMS Subsystem. Classroom

25 training shall be divided into a series of training modules, each lasting between two (2) and four (4)

26 hours, including breaks.

27

28 A RMS Subsystem user-training program (the "RMS Subsystem Training Plan") will be supplied to Los

29 Angeles Port Police. The RMS Subsystem Training Plan shall include adequate training for Los Angeles

30 Port Police personnel on the RMS Subsystem.

31

32 **Responsibilities include but are not limited to:**

33

34 **CYRUN will:**

- 35
- 36 • Provide only qualified trainers or subcontractors for training classes.
- 37 • Provide on-site training for Los Angeles Port Police operational and technical personnel and
- 38 other Los Angeles Port Police staff members on the RMS Subsystem purchased under the
- 39 Agreement and on a mutually agreed to schedule.
- 40 • Provide a training test to confirm understanding of the materials presented and allow Los
- 41 Angeles Port Police Project Manager to monitor training classes.
- 42 • Provide workplace coaching, to clarify and integrate classroom skills into daily work
- 43 activities.

44

45 **Los Angeles Port Police will:**

EXHIBIT C
STATEMENT OF WORK

- 1
- 2 • With the assistance from CYRUN, produce a tentative training schedule within fourteen (14)
- 3 days of notice that CYRUN is ready to proceed with RMS Subsystem training.
- 4 • Only schedule Los Angeles Port Police personnel who are computer literate, meaning they
- 5 have basic computer knowledge on:
- 6 ○ How to log into the network;
- 7 ○ Use a keyboard;
- 8 ○ Use a mouse; and
- 9 ○ Open and operate basic computer programs.
- 10 ○ Basic typing skills
- 11 ○ How to function as a Records Clerk
- 12 • Will provide a training room that will be used solely for training during the hours of training.
- 13 • Provide computers, one for each person being trained, and one for the instructor,
- 14 configured with the CYRUN Application Software.
- 15 • Provide multimedia projector and screen.
- 16

17 **Task 22 RMS Subsystem Production Operation**

18 **Task Description:**

19 Upon completion of the RMS Subsystem training Los Angeles Port Police will place the RMS Subsystem
20 into productive use in a live environment.

21
22 **Responsibilities include, but are not limited to:**

23
24 **CYRUN will:**

- 25
- 26 • Provide technical staff to Los Angeles Port Police to adequately prepare the RMS Subsystem
- 27 for going “live”.
- 28 • Notify Los Angeles Port Police when the RMS Subsystem is ready for live use.
- 29 • Assist Los Angeles Port Police staff in placing the RMS Subsystem into a live environment.
- 30 • Monitor the initial operation of the RMS Subsystem and answer any operational questions
- 31 by Los Angeles Port Police.
- 32 • Assist the staff in utilizing the system and the computer operations staff in supporting the
- 33 RMS Subsystem.
- 34

35 **Los Angeles Port Police will:**

- 36
- 37 • Go live on the date mutually determined by both parties.
- 38 • If during the testing process Los Angeles Port Police identifies any defects, Los Angeles Port
- 39 Police will submit as soon as practical, in writing, a support trouble ticket.
- 40

41 **Task 23 FOR Subsystem Training**

42 **Task Description:**

43 This task is to train Los Angeles Port Police personnel on the use of the FOR (Field Officer Reporting)

**EXHIBIT C
STATEMENT OF WORK**

1 Subsystem. All training provided is a perishable skill, if Los Angeles Port Police personnel do not
2 immediately use the skills learned there is a high chance that they will perish and additional training will
3 need to be purchased. Los Angeles Port Police has purchased a set number of hours as defined in
4 pricing which is used for all training.

5
6 Training shall be completed as soon as reasonably possible just prior to going live with the FOR
7 Subsystem. A train-the-trainers approach shall be utilized for officers and their supervisors. Class size
8 shall not exceed ten (10) students for the FOR Subsystem training.

9
10 CYRUN will provide on-site FOR Subsystem classroom training in a maximum of four (4) hour training
11 blocks. All training shall be scheduled at a time mutually agreeable to both parties.

12
13 CYRUN's on-site training program shall employ both classroom training and workplace coaching to
14 ensure that Los Angeles Port Police personnel master the capabilities of the FOR Subsystem. Classroom
15 training shall be divided into a series of training modules, each lasting between two (2) and four (4)
16 hours, including breaks.

17
18 A FOR Subsystem user-training program (the "FOR Subsystem Training Plan") will be supplied to Los
19 Angeles Port Police. The FOR Subsystem Training Plan shall include adequate training for Los Angeles
20 Port Police personnel on the FOR Subsystem.

21
22 **Responsibilities include but are not limited to:**

23
24 **CYRUN will:**

- 25 • Provide only qualified trainers or subcontractors for training classes.
- 26 • Provide on-site training for Los Angeles Port Police operational and technical personnel and
27 other Los Angeles Port Police staff members on the FOR Subsystem and on a mutually
28 agreed to schedule.
- 29 • Provide a training test to confirm understanding of the materials presented and allow Los
30 Angeles Port Police Project Manager to monitor any training classes.

31
32
33 **Los Angeles Port Police will:**

- 34 • With the assistance from CYRUN, produce a tentative training schedule within fourteen (14)
35 days of notice that CYRUN is ready to proceed with FOR Subsystem training.
- 36 • Only schedule Los Angeles Port Police personnel who are computer literate, meaning they
37 have basic computer knowledge on:
 - 38 ○ How to log into the network;
 - 39 ○ Use a keyboard;
 - 40 ○ Use a mouse; and
 - 41 ○ Open and operate basic computer programs.
 - 42 ○ Basic typing skills.
 - 43 ○ How to function as an Officer
- 44 • Will provide a training room that will be used solely for training during the hours of training.
- 45 • Provide computers, one for each person being trained, and one for the instructor,
- 46

**EXHIBIT C
STATEMENT OF WORK**

- 1 configured with the CYRUN Application Software.
- 2 • Provide multimedia projector and screen.
- 3

4 **Task 24 FOR Subsystem Production Operation**

5 **Task Description:**

6 Upon completion of the FOR Subsystem training Los Angeles Port Police will place the FOR Subsystem
7 into productive use in a live environment.

8
9 **Responsibilities include, but are not limited to:**

10
11 **CYRUN will:**

- 12
- 13 • Provide technical staff to Los Angeles Port Police to adequately prepare the FOR Subsystem
14 for going "live".
- 15 • Notify Los Angeles Port Police when the FOR Subsystem is certified and ready for live use.
- 16 • Assist Los Angeles Port Police staff in placing the FOR Subsystem into a live environment.
- 17 • Monitor the initial operation of systems and answer any operational questions by Los
18 Angeles Port Police.
- 19 • Assist the staff in utilizing the FOR Subsystem and the computer operations staff in
20 supporting the FOR subsystem.
- 21

22 **Los Angeles Port Police will:**

- 23
- 24 • Go live on the date mutually determined by both parties.
- 25 • If during the testing process Los Angeles Port Police identifies any defects, Los Angeles Port
26 Police will submit as soon as practical, in writing, a support trouble ticket.
- 27

28 **Task 25 License Plate Reader and In-Car Video Software Installation**

29 **Task Description:**

30 This task defines the tasks of the subcontractor to Cyrun. Cyrun or its subcontractor shall provide the
31 following equipment and services. Specific quantities and services are described in the Pricing exhibit.

32
33 **Responsibilities include, but are not limited to:**

34
35 **Cyrun or its subcontractor will:**

- 36 • Provide the following:
 - 37 ○ LPR License Plate Recognition equipment with one camera
 - 38 ○ LPR Back End Software
 - 39 ○ In-Car Video System with one camera
 - 40 ○ In-Car Back End Software
 - 41 ○ On-site installation (Vehicles)
 - 42 ○ On-site installation (back end services)
 - 43 ○ Perform functionality testing of all software to ensure complete operability of all
44 components.

**EXHIBIT C
STATEMENT OF WORK**

- Integrate the above materials and drop ship same for installation. Subcontractor shall be responsible for set up of back end servers and hardware/software integration of its products.

Los Angeles Port Police will:

- Will be the single point of contact for Cyrun and possess the ability and authority to make decisions as they relate to equipment, workflow and change orders.
- Make available department vehicles and server(s) for installation of the software at a time and location necessary to complete the installation milestone.
- Provide appropriate work space for the installations such as garage bay, enclosed sally-port, etc.

Task 26 License Plate Reader and In-Car Video Software Training

Task Description:

This task is to train Customer’s personnel on the use of the License Plate Reader and In-Car Video software (LPR/ICV). All training provided is a perishable skill, if the Customer’s personnel do not immediately use the skills learned there is a high chance that they will perish and additional training will need to be purchased. Customer has purchased a set number of hours as defined in the pricing exhibit which is used for all training.

Training shall be completed as soon as reasonably possible just prior to going live with the LPR/ICV. A train-the-trainers approach shall be utilized for officers and their supervisors. Class size for the LPR/ICV System Admin training shall not exceed three (3) students. Class size for LPR/ICV Subsystem training shall not exceed ten (10) students.

CYRUN or its sub-contractor will provide on-site LPR/ICV training. Customer has four (4) hours for MDS System Administrator Training and eight (8) hours for MDS Subsystem Training. All training shall be scheduled at a time mutually agreeable to both parties.

CYRUN’s on-site training program shall employ both classroom training and workplace coaching to ensure that Customer’s personnel master the capabilities of the LPR/ICV software.

Responsibilities include but are not limited to:

CYRUN sub-contractor will:

- Provide only qualified trainers or subcontractors for training classes.
- Provide on-site training for Los Angeles Port Police System Admin personnel on the LPR/ICV System Admin Subsystem and on a mutually agreed to schedule.
- Provide on-site training for Los Angeles Port Police personnel on the LPR/ICV software and on a mutually agreed to schedule.
- Provide a training test to confirm understanding of the materials presented and allow Los Angeles Port Police Project Manager to monitor any training classes.

Los Angeles Port Police will:

EXHIBIT C
STATEMENT OF WORK

- 1
- 2 • With the assistance from CYRUN, produce a tentative training schedule within fourteen (14)
- 3 days of notice that CYRUN is ready to proceed with LPR/ICV software training.
- 4 • Only schedule Los Angeles Port Police personnel who are computer literate, meaning they
- 5 have basic computer knowledge on:
- 6 ○ How to log into the network;
- 7 ○ Use a keyboard;
- 8 ○ Use a mouse; and
- 9 ○ Open and operate basic computer programs.
- 10 ○ Basic typing skills.
- 11 ○ How to function as an Officer
- 12 • Will provide a training room that will be used solely for training during the hours of training.
- 13 • Provide computers, one for each person being trained, and one for the instructor,
- 14 configured with the CYRUN Application Software.
- 15 • Provide multimedia projector and screen.
- 16

17 **Task 27 LPR and ICV going live, Production Operation**

18 **Task Description:**

19 Cyrun will certify that LPR/ICV software for operational status and then assist Customer in placing it into
20 productive use in a live environment.

21

22 **Responsibilities include, but are not limited to:**

23

24 **Cyrun will:**

- 25 • Notify Customer when LPR/ICV software is certified and ready for live use.
- 26 • Assist Customer staff in placing LPR/ICV software into a live environment.
- 27 • Monitor the initial operation of systems and answer any operational questions by Customer.

28

29 **Los Angeles Port Police will:**

- 30 • Place LPR/ICV software into production on a date mutually agreeable to both parties.
- 31 • If Los Angeles Port Police identifies any defects, Los Angeles Port Police will submit as soon
32 as practical, in writing, a support trouble ticket.

33 **Task 28 Final System Acceptance Testing**

34 **Task Description:**

35 Final System Acceptance Testing occurs when Cyrun has issued a written that they system is operational,
36 to Los Angeles Port Police indicating all terms and conditions of this Agreement have been successfully
37 completed by Cyrun. Cyrun will provide acceptance test and script to be reviewed and accepted by Port
38 Police.

39

40 **Responsibilities include, but are not limited to:**

41

42 **CYRUN will:**

- 43
- 44 • Complete all tasks as required by the Agreement.

**EXHIBIT C
STATEMENT OF WORK**

- 1 • Provide systems acceptance test and script that will be reviewed and accepted by the Port
2 Police.

3
4 **Los Angeles Port Police will:**

- 5
6 • Conducts Final System Acceptance Testing within 10 days of notice.
7

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage _____ SBE _____ WBE _____ VSBE _____

Proposed Subcontractor Percentage _____ MBE _____ OBE _____ DVBE _____ DBE _____

	PROPOSED					ACTUALS		
	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE DVBE/DBE	Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Directions:

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

* Group = (SBE/VSBE/MBE/WBE/OBE/DVBE/DBE)

EXHIBIT 4

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to www.lacity.org/finance to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(213) 473-5901

EXHIBIT 5 - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

EXHIBIT 5 - AFFIRMATIVE ACTION PROGRAM PROVISIONS

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

EXHIBIT 5 - AFFIRMATIVE ACTION PROGRAM PROVISIONS

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;

EXHIBIT 5 - AFFIRMATIVE ACTION PROGRAM PROVISIONS

4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT 6 – SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner.

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be __%, including __% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is _____. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$_ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City's Contracts Management and Opportunities Database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Contractor Description Form is true and correct and include all material information necessary to identify and explain the operations of

CYRUN

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company: SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

Signature

SARAH BOYAPATI

Title

C.E.O

Printed Name

SARAH BOYAPATI

Date Signed

01/05/2012

NOTARY

On this 5th day of Jan 2012, before me appeared Sarah C. Boyapati to me personally known, who being duly sworn, did execute the

Name

foregoing affidavit, and did state that he/she was properly authorized by

CYRUN

Name of Firm

to execute the affidavit and did so as his or her free act and deed.

SEAL

Notary Public

Commission Expires

08/23/2012



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PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

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EXHIBIT D

ENTERPRISE SUPPORT AND MAINTENANCE AGREEMENT

CYRUN

POWERING PUBLIC SAFETY

Security powered by information

Enterprise Support
and
Maintenance Agreement

Between

Los Angeles Harbor Department

and

Cyrun

ENTERPRISE SUPPORT AND MAINTENANCE AGREEMENT

1 This Enterprise Support and Maintenance Agreement (this “**Agreement**”) is entered into as of
2 _____, 2012, by and between the City of Los Angeles, acting by and through its Board of Harbor
3 Commissioners (also known as the Port of Los Angeles and referred to herein as “**Customer**”), with its
4 principal place of business at 425 S. Palos Verdes Street, San Pedro, CA 90731, and Cyrun, a corporation
5 organized under the laws of the State of California (“**Cyrun**”), with its principal place of business at 125
6 Water Street, Suite A2, Santa Cruz, CA 95060, as an addendum (more specifically Exhibit D) to the
7 Professional Services and Software License Agreement (the “**Software License Agreement**”), dated as of
8 the date hereof, by and between Customer and Cyrun. This Agreement may refer to Cyrun and Customer
9 as the “parties,” or, individually, as a “party” to this Agreement.

10
11 Unless otherwise specifically set forth herein, this Agreement shall be subject to the terms and conditions of
12 the Software License Agreement.

13 **TERMS AND CONDITIONS**

14
15
16 In consideration of the mutual covenants and conditions hereinafter set forward, the parties agree as
17 follows:

- 18
19 **1. Definitions.** Capitalized terms used, but not defined, in this Agreement have the meanings assigned
20 to such terms in the Software License Agreement. As used in this Agreement, unless the context
21 otherwise requires, the following terms shall have the meanings set forth below:
22
- 23 a. “**Cyrun Application Software**” shall mean any software owned and licensed by Cyrun and
24 installed as a part of the System, whether in machine readable or printed form, including any
25 Customization Modifications, or Updates, and all related Documentation. The term may be
26 used as representative of all Cyrun Application Software and modules or subcomponents
27 thereof (i.e., modules, interfaces).
 - 28 b. “**Cyrun Custom Software**” shall mean any Cyrun code, modules or applications that are
29 customized, modified or developed specifically for Customer under the terms of the Software
30 License Agreement, whether in machine readable or printed form.
 - 31 c. “**Licensed Software**” shall mean all Cyrun Application Software, and Cyrun Custom
32 Software (including, without limitation, the design thereof, documentation and other
33 information relating thereto, and all copyright, patent, trade secret, trademark, and other
34 intellectual and proprietary rights therein) which are furnished as part of the System and
35 licensed under the provisions of the Software License Agreement.
 - 36 d. “**Third Party Application Software**” shall mean any software product manufactured by a
37 third party which is resold by Cyrun to Customer as part of the System.
 - 38 e. “**Third Party Hardware**” shall mean computer hardware manufactured by a third party
39 which is resold by Cyrun to Customer as part of the System.
 - 40 f. “**Maintenance Release**” shall mean an update to the Licensed Software which repairs any
41 known or discovered problems in System operation or performance.
 - 42 g. “**Enhancement Release**” shall mean an update to the Licensed Software which either
43 extends the capabilities of existing System functions and features, or adds new minor

ENTERPRISE SUPPORT AND MAINTENANCE AGREEMENT

1 functional components. Once Customer has received and installed all available Enhancement
2 Releases, Customer shall be deemed to be operating the “**Current Enhanced Release.**”

- 3 h. “**Major Version Change**” shall mean a significant revision of the System architecture,
4 including, but not limited to: operating system changes; client/server database changes;
5 interface modifications; and changes of programming language.
- 6 i. “**Major Version Level**” shall mean the particular whole number increment assigned to a
7 given release of Cyrun Application Software or Application Software Modules (e.g., 1.x, 2.x,
8 etc.).
- 9 j. “**System**” shall mean the collective whole of all computer software and hardware licensed
10 and/or resold by Cyrun to Customer under the terms of the Software License Agreement,
11 including, without limitation, any subsequent software improvements and updates, as defined
12 in subparagraphs (a) through (j), above.
- 13 k. “**Unaltered System**” shall mean the System in the materially same condition as received by
14 Customer from Cyrun without unauthorized modifications.

15 **2. Maintenance Services.** During the term of this Agreement, subject to the terms and provisions of
16 this Agreement, Cyrun shall maintain the Licensed Software as follows:
17

- 18 a. Promptly upon the release of any Maintenance Release to the Licensed Software developed
19 by Cyrun, Cyrun shall furnish said update to Customer at no additional cost, provided that
20 Customer has paid the annual fee set forth in Section 8 below for enrollment in Cyrun’s
21 Comprehensive Services Plan, as described in subsection (h) below.
- 22 b. Promptly upon the release of any Enhancement Release to the Licensed Software developed
23 by Cyrun, Cyrun shall furnish said update to Customer at no additional cost, provided that
24 Customer has paid the annual fee set forth in Section 8 below, for enrollment in Cyrun’s
25 Comprehensive Services Plan, as described below. If Customer has not elected and paid the
26 annual fee for the Comprehensive Services Plan, Cyrun will offer Enhancement Releases to
27 Customer for a license and installation fee to be quoted by Cyrun at the time of availability of
28 said Enhancement Release and such shall be governed by the Change Order process.
- 29 c. Promptly upon the release of any Major Version Change to the Licensed Software developed
30 by Cyrun, Cyrun shall offer said update to Customer for a license and installation fee to be
31 quoted by Cyrun at the time of availability of said Major Version Change and such shall be
32 governed by the Change Order process..
- 33 d. Installation of Maintenance Releases, Enhancement Releases, or Major Version Changes will
34 be scheduled with the Customer in advance, and proper data back-up and security procedures
35 will be followed to assure a smooth transition with minimal loss of service.
- 36 e. When installing Maintenance Releases, Enhancement Releases, or Major Version Changes,
37 Cyrun will endeavor to ensure that all existing data files will be usable or convertible to the
38 release being installed.
- 39 f. Prior to license or installation of any Maintenance Release, Enhancement Release, or Major
40 Version Change, Cyrun shall notify Customer of any required addition or upgrade of Third
41 Party Application Software or Third Party Hardware. The expense of such required additions
42 or upgrades shall be borne entirely by Customer.

ENTERPRISE SUPPORT AND MAINTENANCE AGREEMENT

- 1 g. Cyrun shall promptly correct, at its expense, any problem in the Unaltered System which
2 prevents the System from performing as required by Section 14.4(b) of the Software License
3 Agreement, subject to the following conditions and limitations:
- 4 (1) Customer shall identify and notify Cyrun of the problem to be corrected in
5 accordance with the Technical Support Use and Response Guidelines as set forth in
6 subsection (h) below.
 - 7 (2) The problem can be duplicated.
 - 8 (3) The problem is caused by a bug or defect attributable to the Unaltered System, as
9 differentiated from any cause external thereto.
 - 10 (4) Due to the complex nature of computer software, Cyrun does not represent that the
11 Licensed Software is compatible with all equipment or software configurations. As a
12 result, Cyrun's obligation to correct problems does not cover any component of the
13 System used in other than its customary manner, or to any defect that results from any
14 mishandling, abuse or improper storage of any of the components of the System,
15 including, without limitation, use of the System in conjunction with any equipment
16 which is electrically or mechanically incompatible with or of inferior quality to the
17 components of the System, or failure to maintain the environmental conditions
18 specified by the manufacturers of the components of the System.
 - 19 (5) Promptly upon notification by Customer, Cyrun will diagnose the problem to
20 determine whether or not its cause is a bug or defect attributable to the Unaltered
21 System, as differentiated from any cause external thereto. If the problem is diagnosed
22 to be caused by a source external to the System, Cyrun shall have no further
23 obligation as to that specific bug or defect.
 - 24 (6) Upon a Major Version Level change, Cyrun shall only be responsible to provide
25 maintenance and support services for Customer's installed Major Version Level for a
26 period of three (3) years after release of the last Enhancement Release thereof or three
27 (3) years after the execution of this Agreement, whichever is longer.
 - 28 (7) Cyrun is obligated to correct problems only to the Unaltered System. Any change or
29 modification to the System or the operating environment specified by Cyrun or other
30 manufacturers of the components of the System, without Cyrun's prior written
31 permission, is a violation of this Agreement; in which event, at its option, Cyrun may
32 terminate its maintenance obligations under this Agreement by written notice thereof
33 to Customer. Thereafter, any maintenance services will be provided and billed at
34 Cyrun's then current time and materials rates and such shall be governed by the
35 Change Order process.
 - 36 (8) If Cyrun corrects any problem from a cause external to the System, the service will be
37 provided and billed at Cyrun's then current time and materials rates and such shall be
38 governed by the Change Order process.
 - 39 (9) Nonpayment by Customer for any maintenance service provided and billed hereunder
40 by Cyrun shall constitute a breach of this Agreement and, in addition to any other
41 remedies available, Cyrun may withhold performance of other services hereunder
42 until payment is made.

ENTERPRISE SUPPORT AND MAINTENANCE AGREEMENTh. Support Services

Cyrun supports and warrants its products on a yearly basis:

(1) Comprehensive Services Plan.

(a) Emergency technical support and remote-control troubleshooting available 24 hours a day;

(b) All Enhancement Releases to Licensed Software;

(c) Installation of all Maintenance Releases to Licensed Software; and

(d) Updates and replacement of Licensed Software documentation.

(2) Technical Support Use and Response Guidelines.

(a) Cyrun authorizes the use of its technical support service by two (2) Customer staff members (generally the Support Services Technician and their back-up system administrator) plus whoever the most senior Cyrun trained supervisor is on-duty during a Critical Problem situation (see below definitions). The goal is to assure that user questions are first reviewed by qualified on-site personnel.

(b) Technical support hours for operational questions and non-Critical Problems are 9:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday (closed on observed U.S. national holidays). For operational questions and non-Critical Problems outside of these hours, the Customer may email Cyrun. If a phone conversation is necessary, then a phone call will be scheduled at a mutually agreed to time. Most operational questions will be answered immediately, and non-Critical Problems will be documented at the time of call. If a support engineer is not available for immediate consultation, Cyrun will contact Customer within one (1) business day.

(3) Critical Problem Resolution.

(a) Cyrun defines a Critical Problem condition as existing when a Licensed Application Software module becomes largely dysfunctional, such that some portion of Customer's computing operations are suspended. For conditions believed to be critical, a Cyrun engineer may be reached twenty-four (24) hours a day via alphanumeric pager, with a call-back within one (1) hour.

(b) If the Cyrun engineer and the authorized Customer representative—upon reviewing the system status—agree that a Critical Problem exists, the problem will be remedied via remote computing hook-up or a senior engineer will arrive for on-site resolution. The timeframe for dispatching an engineer to the client site for Critical Problems varies based on the portion of the system affected. The guidelines—from date and time of notification to arrival on-site—are as follows:

(1) Computer-Aided Dispatch—within thirty-two (32) hours

(2) Officer Reports—within three (3) days

(3) Records Management—within five (5) days

(4) All other modules and System functions—within five (5) days

ENTERPRISE SUPPORT AND MAINTENANCE AGREEMENT

1 (4) Migration and Upgrade Policies.

2 (a) As the Cyrun Application Software continually undergoes refinement and
3 enhancement, there is no set schedule for updates. Installation of new software will be
4 scheduled with the client in advance, and proper back-up and security procedures will
5 be followed to assure a smooth transition with no loss of service.

6 (b) When installing Maintenance Releases, enhancements, or version upgrades, Cyrun
7 will ensure that all existing data files will be usable or convertible to the release being
8 installed. Training materials and documentation updates will be provided as
9 appropriate to accompany installation of new software releases. If a new software
10 release requires addition or upgrade of third-party software or hardware, costs for
11 purchase of such will be borne by the Customer.

12 (c) If Customer wishes to license optional Cyrun Application Software modules while
13 the Support and Maintenance Agreement is no longer in effect, Customer may be
14 required to pay upgrade/update fees to bring the Cyrun Application Software up to
15 the current Major Version (see below). Upgrade fees will be based on a combination
16 of factors including Customer's original system license, estimated conversion labor
17 from presently installed version, and current new system license price schedules.

18 (d) The Support and Maintenance Agreement includes no-charge license and
19 installation of Licensed Software Maintenance Releases.

20 (e) Only the Support and Maintenance Agreement includes no-charge license and
21 installation of System Enhancement Releases.

22 (f) Major Version Changes to the Cyrun Application Software Modules will not
23 normally be provided as part of either Services Plan. Cyrun may, at its sole discretion,
24 choose to offer such version upgrades at no-charge to Customer so long as the
25 Support and Maintenance Agreement is current and in effect.

- 26 3. **External System Modifications.** Cyrun shall not be responsible for changes and/or modifications to
27 any external systems or the installation of any new external systems which occur subsequent to Final
28 System Acceptance Testing as defined in the Software License Agreement. In order to remain on the
29 Cyrun maintenance program provided in this Agreement, compatibility of the System with external
30 systems must be maintained. In the event that any external system is modified subsequent to said
31 final acceptance, Customer shall notify Cyrun in writing of any such change or modification
32 immediately upon receipt of notification from the respective agency, and request that Cyrun prepare
33 a proposal to include a time and cost estimate for modification of the System to make it compatible
34 with the change or modification to the external System. As promptly as possible after such
35 notification, Cyrun shall furnish a written proposal to Customer to modify the System to make it
36 compatible with the external System, provided the required modifications are commercially,
37 technically and practically feasible. On receipt of Cyrun's proposal, Customer shall determine
38 whether it requires the work to be performed, and, if so, shall issue a written Notice to Proceed, at
39 which time Cyrun shall perform the necessary modifications for the additional compensation
40 mutually agreed upon in writing by the parties and such shall be governed by the Change Order
41 process.. In the event Customer does not issue a written Notice to Proceed, Cyrun shall not be
42 responsible for any incompatibility with or disconnection from the external System.
43

ENTERPRISE SUPPORT AND MAINTENANCE AGREEMENT

1 **4. Telephone Support.** Anticipating that many perceived problems with the Cyrun Application
2 Software Modules may be corrected by telecommunications, Cyrun has instituted Cyrun Immediate
3 Response Telephone Support (“CIRTS”) (888) 457-2299. Calls by Customer to CIRTS will be
4 accepted by Cyrun from 9:00 a.m. Pacific time to 5:00 p.m. Pacific time, Monday through Friday,
5 (closed on observed US national holidays). Responses to such calls from Cyrun will be provided
6 during the same time frame. Cyrun shall use its best efforts to resolve problems promptly, and by
7 telecommunications where feasible. Customer shall designate in writing to Cyrun by name no more
8 than two of its employees as official representatives of Customer to use CIRTS. Perceived problems
9 with the System shall be reported only by said designated employees on CIRTS. Cyrun reserves the
10 right to bill for Customer abuse of the CIRTS service. Refer also to the Technical Support Use and
11 Response Guidelines contained in this document.

12 Examples of Customer abuse may include, but are not limited to:

13 Unauthorized personnel calling CIRTS.

14 Calls repeatedly made to CIRTS related to LAN/WAN or
15 other non-Cyrun related components.

16
17 **5. Customer Responsibilities.** Customer shall be responsible, without limitation, for the following:
18

- 19 a. At its expense, Customer shall install and maintain for the duration of this Agreement
20 computer hardware, communication equipment, telephone lines, cabling dial-back modem,
21 VPN and all other reasonably necessary communications equipment to enable Cyrun, where
22 feasible, to correct Cyrun Application Software problems by telecommunications. Customer
23 shall also install and maintain a secondary/backup computer with the necessary modem in the
24 event that the primary equipment is out of service.
- 25 b. Customer shall provide Cyrun with adequate personnel and work space, if necessary, for
26 performance of its maintenance services hereunder.
- 27
28 c. Customer shall provide Cyrun with sufficient support and test time on Customer’s computer
29 system for Cyrun to perform its maintenance services hereunder.
- 30
31 d. At its expense, Customer shall furnish to Cyrun all necessary supplies, such as paper and
32 magnetic/optical media, reasonably necessary for Cyrun to perform its maintenance services
33 hereunder.

34 **6. Remote and On-Site Maintenance.** Where feasible, Cyrun shall endeavor to correct Cyrun
35 Application Software problems by remote diagnostics via telecommunications and VPN. In order for
36 Cyrun to properly support the Customer, GoToMyPC is required on any Alliance enabled
37 workstation/server, along with granting Cyrun’s support staff administrative rights to the domain,
38 servers and workstations. VPN access must be provided by Customer to Cyrun personnel. If the
39 problem cannot be corrected by such remote diagnostics, with Customer’s authorization, Cyrun will
40 send one or more specialists to Customer’s site to correct the problem as outlined in this document.
41

42 **7. Term.** The first term of this Agreement shall commence on the expiration of the thirty (30) day
43 Warranty Period under the Software License Agreement, and shall continue for a period of one (1)
44 year thereafter as described in the Software License Agreement and Exhibit A, Costs Sheets; Pricing.
45

46 **8. Price and Payment.** Customer shall pay to Cyrun the fees for the Support and Maintenance
47 Agreement at the rate defined in Exhibit A, Costs Sheet; Pricing. Additional licenses for modules not

ENTERPRISE SUPPORT AND MAINTENANCE AGREEMENT

1 covered under the Software License Agreement or Exhibit A, Costs Sheet; Pricing, will add an
2 additional support fee based on a mutually agreed rate and shall be governed by the Change Order
3 process. Purchases of any Cyrun Application Software which are not part of the original Software
4 License Agreement shall have a support fee based on a mutually agreed rate and shall be governed
5 by the Change Order process. No other services are included in this Agreement. Services such as
6 project management, installation/configuration and training/coaching may be added by way of a
7 Change Order which will include the costs for such services to be paid by the Customer.
8

9 **9. Proprietary Rights.** The original and any copies of the Licensed Software shall remain the sole
10 property of Cyrun. Customer shall take all reasonable and necessary steps to insure that the terms
11 and conditions of the Software License Agreement are not violated by any person or entity in
12 Customer's service or under Customer's control, and Customer shall not, nor shall it cause or permit
13 any such person or entity to, disassemble, reverse engineer or in any manner change, modify or
14 tamper with the Licensed Software.
15

16 **10. Copyright and Reproduction.** Customer may not copy or allow anyone else to copy, or otherwise
17 reproduce any part of the Licensed Software, except to make backup copies which are necessary for
18 Customer's internal data processing needs and in conformance with the Software License
19 Agreement. Customer may not remove or omit any copyright, trademark or other proprietary notices
20 from the Licensed Software and Customer shall reproduce and include all copyright, trademark and
21 other proprietary notices on all such backup copies. The existence of any copyright notice on any
22 item of Licensed Software shall not be construed as an admission or presumption that publication of
23 such item of software has occurred.
24

25 **11. Uncontrollable Conditions.** Cyrun shall not be liable under this Agreement for any loss or damage
26 to Customer due to delay in delivery or other performance failures resulting from any cause beyond
27 Cyrun's reasonable control. Such causes shall include, but are not limited to, compliance with
28 regulations that affect programming changes to the System, communications links to external
29 systems, civil or military authority, acts of God, acts of the public enemy, acts or omissions of
30 Customer, electrical power surges or current fluctuations, lightning strikes, floods, strikes, lockouts,
31 embargoes, wars, terrorism, riots, insurrections, fuel shortages, default or delay of suppliers, delays
32 in transportation and loss or damage of goods in transit. Notwithstanding the above, both parties
33 shall use their best efforts to minimize the adverse consequences of any such condition.
34

35 **12. Limitation of Liability.**

- 36
- 37 a. Cyrun's sole undertaking under this Agreement is limited to furnishing the maintenance
38 services provided herein, in accordance with the terms and conditions of this Agreement.
39 Operation and use of the System are the sole responsibility of Customer.
 - 40 b. See Section 23.0 of the Software License Agreement.
- 41
42
43
44
45

ENTERPRISE SUPPORT AND MAINTENANCE AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Enterprise Support and Maintenance Agreement to be signed by their duly authorized officers as of the date set forth in the above preamble.

CYRUN

LOS ANGELES HARBOR DEPARTMENT

[Handwritten Signature]
(Signature of Authorized Representative)

(Signature of Authorized Representative)

SARATHA B. SYMPATHI
(Print or type name of signatory)

(Print or type name of signatory)

C. E. O.
(Title of signatory)

(Title of signatory)

APPROVED AS TO FORM AND LEGALITY
1/26 2012

CARMEN A. TRUTANICH, City Attorney

By [Handwritten Signature]
Deputy City Attorney

PROFESSIONAL SERVICES AND SOFTWARE LICENSE AGREEMENT

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EXHIBIT E
MILESTONE PAYMENTS

EXHIBIT 1E

CYRUN

POWERING PUBLIC SAFETY

Security powered by information

Milestone Payments

Between

Los Angeles Harbor Department

And

Cyrun

Alliance PD Central manages your most valuable asset - Information

MILESTONE PAYMENT SCHEDULE

1
2
3

PAYMENT MILESTONE	TOTAL AMOUNT DUE
Upon delivery to City of the System design and project schedule	\$250,800.00
Upon approval by Port of the System design and project schedule	\$200,000.00
Hardware, Equipment and/or 3 rd Party Software to be invoiced upon installation at City location in amounts set forth in Exhibit 1A, Costs Sheet-Pricing	Total not to exceed: \$1,097,073.57
Upon completion of Task 7, CAD Subsystem Training	\$101,635.11
Upon completion of Task 11, RMS Subsystem Training	\$101,635.11
Upon completion of Task 13, FOR Subsystem Training	\$101,635.11
Upon completion of Task 20, Final System Testing	\$101,635.11
Upon delivery of the Escrow Materials to the Escrow Agent pursuant to the Escrow Agreement	\$100,000.00
Upon completion of additional services and products purchased	Total not to exceed: \$200,000.00
Subtotal	\$2,254,414.01
Upon expiration of the Warranty Period. 1 st year CYRUN Support and Maintenance Agreement as defined in Exhibit 1A, Costs Sheet; Pricing	\$283,564.80
TOTAL BASE CONTRACT PRICE	\$2,537,978.81

All payments shall be in U.S. Dollars

4
5
6
7

Cyrun Initials: SB
1/19/2012

Customer Initials: _____



Effective Date	
Deposit Account Number	
*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.	

Three-Party Escrow Service Agreement

1. Introduction

This Three Party Escrow Service Agreement (the "**Agreement**") is entered into by and between Cyrun, a California corporation (the "**Depositor**"), and by the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners (the "**Beneficiary**") and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("**Services**"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement described more specifically as Agreement No. _____ for a Computer Aided Dispatch/Records Management System (CAD/RMS) and Mobile Data Computer Network (MDCN) ("**License Agreement**") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).
- (c) Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings assigned to such terms in the License Agreement.

2. Depositor Responsibilities and Representations

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement including one (1) copy of all existing annotated Source Code listings, flow charts, decision tables, schematics, drawings, specifications, documentation, design details, instruction to compile source code, and other related documents which pertain to the Software and all technology necessary to understand the design, structure, and implementation of the Software and to maintain, support and build object code of the Software (including, but not limited to, any tools which may or not be commercially available) such that a third party programmer reasonably skilled in the language used in such materials could maintain and support the Software without further assistance or references to other materials (collectively, "**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date. Deposit Material shall also include without limitation, all revisions, updates, corrections, changes, modifications, amendments and enhancements to such materials that Depositor makes generally available to its customers or has previously delivered to Beneficiary. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such

subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "**Authorized Person(s)/Notices Table**" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.
- (e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
- (f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.
- (g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Payment

The Party responsible for payment designated in Exhibit A ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License

Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date (“**Initial Term**”) and will automatically renew for additional one (1) year terms (“**Renewal Term**”) (collectively the “**Term**”). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days’ prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days’ prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days’ prior written notice to the Depositor and Beneficiary of Iron Mountain’s intent to terminate this Agreement. Effective Date and Deposit Account Number to be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain’s intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys’ fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain’s proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain’s prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. Warranties

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY’S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

9. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality

obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail.

The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.

- (i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.
- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action.
- (p) Regulations. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning

the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.


- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

Approved as to IPM Operational Content:
Iron Mountain IPM Service Delivery



I. Nicole King, Esq., Contracts Specialist
Date: January 25, 2012

(balance of this page left intentionally blank – Notices table follows)

APPROVED AS TO FORM AND LEGALITY

1/26 20 12
CARMEN A. TRUTANICH, City Attorney

By [Signature]
Deputy City Attorney

Authorized Person(s) Notices Table

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.

DEPOSITOR (Required information)		BENEFICIARY (Required information)	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	

Billing Contact Information Table

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

DEPOSITOR		BENEFICIARY	
<input type="checkbox"/> <i>Check if same as Authorized Person</i>		<input type="checkbox"/> <i>Check if same as Authorized Person</i>	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Exhibit A Escrow Service Work Request

Deposit Account Number

Service Check box(es) to order service	Service Description - Three-Party Escrow Service Agreement All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	One- Time Fees	Annual Fees	Paying Party Check box to Identify the Paying Party
<input checked="" type="checkbox"/> Setup Fee <input checked="" type="checkbox"/> Deposit Account Fee <input checked="" type="checkbox"/> Beneficiary Fee	<p>Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.</p> <p>Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.</p> <p>Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.</p>	\$1,550	\$1,050 \$800	<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$450	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$200/hour	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

Exhibit B Deposit Material Description

Company Name	Deposit Account Number
Deposit Name	Deposit Version

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name	Version	
Hardware required		
Software required		
Other required information		

Deposit Certification (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.		
Name		Name	
Date		Date	
Email Address			
Telephone Number			
Fax Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
 Attn: Vault Administration
 2100 Norcross Parkway, Suite 150
 Norcross, GA 30071
 Telephone: 800-875-5669
 Facsimile: 770-239-9201

Exhibit C Release of Deposit Material

Deposit Account Number

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions.

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):

- (i) Depositor breaches any warranty of the License Agreement or fails to meet its obligations pursuant to the License Agreement for more than thirty (30) days after Depositor’s receipt of written notice of such breach from Beneficiary; or
- (ii) Depositor becomes insolvent, or files or has filed against it any proceeding in bankruptcy or for reorganization under any federal bankruptcy law or similar state law, or has any receiver appointed for all or a substantial part of Depositor’s assets or business, or makes any assignment for the benefit of its creditors, or enters into any other proceeding for debt relief; or
- (iii) Depositor ceases to do business or institutes any proceedings for the liquidation or winding up of its business or for the termination of its corporate charter; or
- (iv) Depositor ceases to be actively engaged in its usual line of business; or
- (v) Depositor ceases to license, maintain, or support the Software.

2. Release Work Request.

Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor’s Authorized Person.

3. Contrary Instructions.

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary’s Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor’s Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.

4. Release of Deposit Material.

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement Upon Release.

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.

6. Right to Use Following Release.

In the event that Beneficiary obtains the Deposit Material pursuant to the terms hereof, Beneficiary agrees that it will disclose the Deposit Material only to employees and consultants of Beneficiary who have a need-to-know and need access to the Deposit Material to perform their duties. Beneficiary may make a reasonable number of copies of the Deposit Material for backup and archival purposes. Unless otherwise provided in the License Agreement, and subject to the terms and conditions of this Agreement and the License Agreement, Depositor hereby grants Beneficiary a nonexclusive, nontransferable, nonsublicensable, perpetual right to internally use, reproduce, and modify the copy of the Deposit Material which is released in accordance with this Section 6 solely to maintain and support the Software and to exercise any other rights with respect to such Deposit Material expressly agreed in writing by Depositor and Beneficiary. The foregoing rights of Beneficiary with respect to the Deposit Material shall continue for so long as Beneficiary’s license to the Software under the License Agreement has not expired or been terminated. No other right or license of any kind,

whether express or implied, is granted by Depositor to Beneficiary hereunder with respect to the Deposit Material. The released Deposit Material shall remain the property of Depositor. Beneficiary shall be obligated to maintain the confidentiality of the released copy of the Deposit Material, and the Deposit Material shall be subject to any restrictions set forth in the License Agreement that apply to the Software and/or to any confidential or proprietary information or materials of Depositor.

Exhibit Q

Escrow Deposit Questionnaire

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question accurately. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to your Iron Mountain Account Representative

A. General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?
4. Again if the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS (e.g. tar, cpio, etc.) or commercial (e.g. Backup Exec, NetBackup, ArcServ etc.) were used to load the data; if a third party or commercial software tool was used, please specify the vendor and exact version of the tool used.
5. Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, please specify the Vendor and tool and exact version used.
6. Is the software deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary userids, passwords or encryption keys be provided to extract the software?
7. What is the total uncompressed size of the deposit in megabytes?

B. Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the escrow deposit (e.g. - C++, Java, etc.)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software? Please specify vendor, tool name and exact or minimum required version. If multiple build environments are required please specify for which environment each tool is required.
9. If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation? If not already identified above, please provide the vendor and version of the required database.

10. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
11. Does the escrow deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?

C. Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.); please include any additional peripheral devices that may be necessary to support correct function of the software/system.
2. What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?
3. Beyond the operating systems, what additional third party software and tools are required to execute the escrowed software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing. If multiple machines are required to support testing, please identify the software to be installed to each machine.
4. Is a database of any kind required to support functional testing of the software? If so please provide the vendor and version required.
5. If a database is required, does the escrow deposit contain or can the depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing.
Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic.
6. Including the installation of any software tools required to support the function of the escrowed software, approximately how much time is required to setup and configure a system suitable to support functional testing?
7. Approximately how much time would be required to perform a set of limited tests once a test system is configured?
8. Does the escrow deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?
9. With the exception of any database identified above, are any connections to external data sources, feeds or sinks required in order to support the proper functioning of the software and to support testing of the software?

D. Technical Contact information

Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact your Iron Mountain Account Representative

MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of _____ covered by the referenced contract number.

Contract No. _____ Division _____ Contractor Administrator _____

Contractor _____ *Group _____ Contract Title/Project _____

Contract Amount _____ Start Date _____ End Date _____

Total Amount Invoiced to Date _____

SBE Mandated Participation Percentage _____ SBE _____ WBE _____ OBE _____ DBE _____

Proposed Subcontractor Percentage _____ MBE _____ WBE _____ OBE _____ DBE _____

	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE DVBE/DBE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Directions:
 Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

EXHIBIT 4

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to www.lacity.org/finance to download the business tax registration application.

MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101

(213) 473-5901

EXHIBIT 5 - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

EXHIBIT 5 - AFFIRMATIVE ACTION PROGRAM PROVISIONS

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

EXHIBIT 5 - AFFIRMATIVE ACTION PROGRAM PROVISIONS

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;

EXHIBIT 5 - AFFIRMATIVE ACTION PROGRAM PROVISIONS

4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT 6 – SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner.

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to www.sba.gov for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be __%, including __% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is _____. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$_ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City's Contracts Management and Opportunities Database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Contractor Description Form is true and correct and include all material information necessary to identify and explain the operations of

CYRUN

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company: SBE VSBE MBE WBE DVBE OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

Signature [Signature]
Printed Name SARATH BOYAPATI

Title C.E.O
Date Signed 01/05/2012

NOTARY

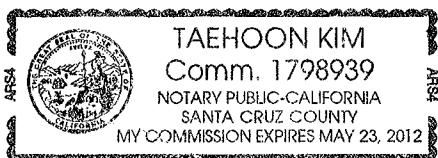
On this 5th day of Jan 2012, before me appeared Sarath C. Boyapati to me personally known, who being duly sworn, did execute the

foregoing affidavit, and did state that he/she was properly authorized by CYRUN Name of Firm

to execute the affidavit and did so as his or her free act and deed.

SEAL

Notary Public [Signature]
Commission Expires 01/23/2012



SubContractor Description Form

SUBCONTRACTOR

Business Name: Frontier Technology, Inc. Award Total: \$ 318,115.37 (Not Including Tax)
Services to be provided: Server and PC _____
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE
(Check all that apply)
Primary NAICS Code: 541512 Average Three Year Gross Revenue: \$16.1 Million
Address: 75 Aero Camino, Suite A
City/State/Zip: Goleta, CA 93117
Telephone: (805) 685-6672 x 135 FAX: (805) 685-1107
Contact Person/Title: Jason Cary, Vice President of Sales
Email Address: jcary@ftiservices.com

SUBCONTRACTOR

Business Name: Advanced Public Safety Award Total: \$ _____
Services to be provided: Electronic citation software
Owner's Ethnicity: N/A Gender N/A Group: SBE VSBE MBE WBE DVBE OBE
(Check all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: 500 Fairway Dr. Suite 204
City/State/Zip: Deerfield Beach, FL 33441
Telephone: (954) 354-3000 FAX: (954) 354-3001
Contact Person/Title: David Kennedy, Account Manager
Email Address: dkennedy@aps.us
APS is owned by Trimble Navigation Ltd, a \$5 billion public company. We do not provide gross revenue information for APS only.

SUBCONTRACTOR

Business Name: QPCS LLC Award Total: \$ _____
Services to be provided: Equipment and Integration
Owner's Ethnicity: Latino Gender: Male Group: SBE
(Check all that apply)
Primary NAICS Code: 54151 Average Three Year Gross Revenue: \$1.2M
Address: 1141 Kansas Avenue
City/State/Zip: Modesto CA, 95351
Telephone: (888)410-4240 FAX: (775)244-6394
Contact Person/Title: Mario Campos / President
Email Address: mcampos@qpcs.net

Contractor Description Form

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Check all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email Address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Check all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

SUBCONTRACTOR

Business Name: _____ Award Total: \$ _____
Services to be provided: _____
Owner's Ethnicity: _____ Gender _____ Group: SBE VSBE MBE WBE DVBE OBE
(Check all that apply)
Primary NAICS Code: _____ Average Three Year Gross Revenue: \$ _____
Address: _____
City/State/Zip: _____
Telephone: () _____ FAX: () _____
Contact Person/Title: _____
Email address: _____

EXHIBIT 7

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.