

EXHIBIT 5

SYSTEM AGREEMENT

This System Agreement and Exhibits hereto (together referred to herein as the "Agreement") is entered into as of the ____ day of June 2006 (the "Effective Date"), by and between the County of Santa Barbara, California ("County"), and, TriTech Software Systems, a California corporation, (hereinafter referred to as "Contractor" or "TriTech", as described further below).

RECITALS

The County evaluated Contractor's System and County identified Contractor as the selected contractor for its System;

Contractor desires to enter into an agreement with County to meet the needs of County for the System; and

County and Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor's furnishing to County the System.

Therefore, in consideration of the foregoing premises and the mutual promises and covenants as set forth below, the parties agree as follows:

1. Definitions

The following terms as used throughout this Agreement and Exhibits shall have the meanings as set forth below.

1.1 **"Acceptance"**: A Notice from County to Contractor that a Deliverable, Service, Interface, or the entire System has conformed to its applicable Acceptance Test Procedure in accordance with the process described in the Statement of Work.

1.2 **"Acceptance Test Procedure(s) (ATP)"**: The Specifications against which each Deliverable and the System shall be evaluated in accordance with the Acceptance section of the Statement of Work. An ATP document for example purposes only has been included at Exhibit D hereto. Draft ATP document(s) for the County's System will be provided to the County for review as Deliverable documents in accordance with the Schedule in the Project Plan. The final, approved ATP document(s) defining the criteria against which the functionality for the System will be tested pre-Go Live and setting forth the Pre-Go Live Acceptance Test procedures, will be provided as

Deliverable document(s) in accordance with the Schedule, and incorporated herein as Exhibit D.

1.3 **"Acceptance Tests"**: The tests that are performed by Contractor in accordance with the Acceptance Test Procedure to demonstrate to County that the System as a whole performs in accordance with the applicable ATP, and that must be satisfied before Acceptance can occur as set forth in the Statement of Work.

1.4 **"Application Software"**: The Proprietary Software, and Third-Party Software licensed or sublicensed to County from Contractor in association with the System.

1.5 **"Certification"**: County's receipt of notice and full supporting and written documentation (including, without limitation, test results) from Contractor that Contractor has completed and Installed a Deliverable in accordance with its applicable Specifications and the Statement of Work (Exhibit F), and that it is ready for Acceptance testing and Go Live.

1.6 **"Change Order"**: A written form, in response to a Change Request, that is mutually agreed to in writing by County and Contractor, that modifies, deletes or adds to the Deliverables or Services, in whole or in part, and that is made in accordance with the terms of Section 14 of the Agreement.

1.7 **"Change Request"**: A written form used to modify, delete or add to the Deliverables or Services, in whole or in part, made in accordance with the terms of Section 14 of the Agreement.

1.8 **"Charges"**: The amount(s) to be paid for Services, Contractor Software, Third Party Software, a Deliverable, and the System as authorized under this Agreement, in whole or in part, as described in Exhibit A.

1.9 **"Computer Aided Dispatch System (CAD)"**: The computer aided dispatch system to be provided hereunder as further defined in Exhibit F.

1.10 **"Confidential Information"**: Various trade secrets and information of each party that either Contractor or County desires to protect against unrestricted disclosure, including, without limitation, with respect to Contractor: the Contractor Technology and financial information; with respect to County: the Configuration and County non-publicly available Data; nonpublic Specifications; the Software; any nonpublic information or documentation concerning either party's business or future products or plans that are learned by the other party during the performance of this Agreement; and information that is designated as confidential by the disclosing party and, subject to Section 17 of the Agreement, that may be exempt from disclosure to the public or other unauthorized persons under either State or federal statutes. The following are

also hereby designated County Confidential Information: all data relating to County clients and employees, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, and law enforcement records; all data accessed through the process of performing the requirements of this Agreement; and such other Confidential Information as is described in this definition.

1.11 **"Configuration(s)"**: Set up and customization of the System in accordance with the Specifications, Operational Scenario Document(s) (if applicable), and Interface Requirements Document, including, but not limited to: tables, schema (i.e., the program language with processes and business logic), Functions, features, operations, data entry screens and reports for the Application Software produced by Contractor.

1.12 **"Contractor"**: TriTech Software Systems, its employees and agents.

1.13 **"Contractor Vice President, Program Management"**: Contractor's representative vested with the authority to make final decisions beyond the authority of the Contractor Project Manager.

1.14 **"Contractor Project Manager"**: The individual chosen by Contractor and approved by County with management responsibilities for Contractor, as described in Section 4.2 of the Agreement.

1.15 **"Contractor Software"**: The software and Interfaces identified in Exhibit G as TriTech Software. Enhancements or Updates provided by Contractor shall be included as part of the Contractor Software.

1.16 **"Contractor Technology"**: Intellectual property owned by Contractor (including modifications, enhancements or improvements to such intellectual property developed hereunder), including Contractor's proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, and routines; the Proprietary Software; and Contractor's Confidential Information.

1.17 **"Conversion"**: The Services performed by Contractor for converting historical and other Data for Processing by the System as described in Exhibit F.

1.18 **"Converted Data"**: The Data that has been successfully converted by Contractor for Processing by the System.

1.19 **"County Project Director"**: The County Sheriff's Department Under-Sheriff or designee, who will be responsible for financial and contractual matters regarding the Agreement, including but not limited to, the person to whom County signature authority has been delegated in writing. The term includes, except as otherwise

provided herein, an authorized representative of the Project Director acting within the limits of his or her authority.

1.20 **"County Project Manager"**: The person designated by County to be responsible for day-to-day management of County resources for the Project and monitoring the status of Contractor's performance under the Agreement.

1.21 **"Critical Event(s)"**: The events and Deliverables listed as such in Exhibits B and F and the Project Plan.

1.22 **"Data"**: County's records, files, forms, data and other documents, including but not limited to Converted Data.

1.23 **"Data Warehouse"**: A Server or other storage unit on which County's data resides for archival purposes.

1.24 **"Date/Time Compliance Warranty"**: The warranty provided in Section 11.1.1.2 of this Agreement.

1.25 **"Days"**: Calendar days, unless otherwise indicated.

1.26 **"Deficiency"**: A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to conform to its Specifications.

1.27 **"Deliverables"**: Contractor's products which result from the Services and which are prepared for County (either independently or in concert with County or third parties) during the course of Contractor's performance under this Agreement, including, without limitation, deliverables which are described in the Project Plan, Exhibit A, Exhibit F, in Change Orders, and Reports, developed in the course of rendering the Services and incorporated into such products.

1.28 **"Delivery Date(s)"**: The dates described in the Project Plan and Exhibit F for the delivery of the Deliverables and Services to County, not including Warranty Services and Software Support Services.

1.29 **"Demonstration of Licensed Functionality ("DOLF")"**: Pre-Delivery testing procedures for the System, conducted as more fully described in Exhibit F.

1.30 **"Dispute Resolution"**: The process for resolving disputes as described in Section 13 of the Agreement.

1.31 **"Documentation"**: All operations, technical and user manuals used in conjunction with the System, in whole and in part, including without limitation manuals provided by licensors of the Application Software.

1.32 **"Effective Date"**: The date of execution of the Agreement by County as evidenced by the Board of Supervisor's approval of the Agreement.

1.33 **"Emergency"**: A Critical Software Error, as that term is defined in Exhibit I, that results in the inability of County to conduct business as usual.

1.34 **"Equipment"**: The computer hardware on which the System shall operate following its delivery, all operating system software and relational database management systems for use with the System, and services as listed in Exhibit G, as applicable.

1.35 **"Final Acceptance"**: Acceptance of the System following successful completion of the System Acceptance Tests.

1.36 **"Function(s)"**: A discrete capability of the System as described in the Specifications and Exhibit F.

1.37 **"Functional Requirements Document"**: The document prepared by County and responded to by Contractor which sets forth the minimum specifications of the System, and which is attached as Exhibit E.

1.38 **"Go Live"**: The event that occurs when the County first uses the System for Live Operations.

1.39 **"Help Desk"**: The Contractor function consisting of receiving calls from the County concerning System problems and assisting the County with resort to the manufacturers of Equipment, Software and other items acquired under this Agreement under the applicable warranties and/or maintenance and support agreements.

1.40 **"Implementation"**: The process for making the System fully Operational at the County Site for Processing the Data in County's normal business operations. Implementation shall be completed when Contractor has completed all of the tasks identified in Exhibit F.

1.41 **"Interfaces"**: System Components that are developed by Contractor for transmitting Data between the System and other systems, and for completing certain reports and other Functions as described in the applicable Interface Requirements Document.

1.42 **"Interface Requirements Document (IRD)"**: The IRD shall describe all interface requirements for a particular interface, whether standard or customized, including detailed configuration as required.

1.43 **"Installation"**: The process of running the System under a procedure to demonstrate basic inter-operability of the System components at the Site. "Installation", with respect to the Modifications, means the process of running each Modification under

a procedure to demonstrate basic interoperability with the System at its Site. "Installation", with respect to the Interfaces, means the process of running each Interface under a procedure to demonstrate basic interoperability of the Interface with the System and the hardware and/or Software with which it is interfaced at its Site.

1.44 **"Live Operations"**: The use of the System (e.g., the Contractor Software less Interfaces and Modifications to be delivered post Go Live in accordance with the Project Plan) as the primary means of performing its functions. Use of the System in parallel with the County's existing system where the existing system is the primary means of performing its functions and the System is being run in a test environment shall not be deemed Live Operations.

1.45 **"Maximum Amount"**: The maximum amount payable by County to Contractor under this Agreement, as stated in Exhibit A, except as otherwise amended by the Parties through a written Change Order.

1.46 **"Mobile Data System ("MDS")"**: The mobile data system to be provided hereunder as further defined in Exhibit F.

1.47 **"Modifications"**: Changes or additions to Software from the standard version thereof prepared hereunder. Modifications, if applicable, are further defined in Exhibit F.

1.48 **"Notice"**: A written document given by a party to the other in accordance with Section 21.23.1.

1.49 **"Object Code"**: The binary code version of the Contractor Software loaded into a computer's memory to enable it to perform a System function.

1.50 **"Operational"**: The condition when the System is totally functional in accordance with the applicable Specifications, has passed the testing procedure set forth in Section 7.3.2 and is ready for Go Live.

1.51 **"Operational Scenario Document (OSD)"**: The OSD shall describe any operational or User scenarios associated with any applicable required Modifications to the standard TriTech Software. This Deliverable, if applicable to this Project, will be developed during the Project process, following execution of this Agreement.

1.52 **"Performance Standards"**: The standards to which the System shall perform during System cutover to Live Operations, and thereafter through the Warranty Period, as set forth in Exhibit C.

1.53 **"Pre-Go Live Acceptance Tests"**: The test procedures utilizing the applicable County approved ATP(s) that are performed on each component of the System

as it is delivered to County and installed by Contractor to ensure that the component performs in accordance with its Specifications.

1.54 **"Prime Contractor"**: Contractor shall, for any Subcontractors named in Exhibit A or Exhibit F, (i) act as the central point of contact, providing project management services, including coordination and monitoring of all Subcontractor activities with respect to the Project, (ii) subcontract with certain vendors that provide hardware, Software and/or services in connection with the Project (as more fully described in the Statement of Work), and (iii) pass through to the County warranties received from the vendors thereof.

1.55 **"Processing"**: The performance by the System residing on the Equipment of logical operations and calculations on the Data.

1.56 **"Project"**: The planned undertakings regarding the activities during the Agreement.

1.57 **"Project Staff"**: Contractor's key personnel, employees, Subcontractors, agents, and anyone else under Contractor's control that will have access to County data or access to County facilities. Project Staff shall be identified in Exhibit H.

1.58 **"Project Plan"**: The overall plan of activities for the Project, and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard to the Project in accordance with Exhibit F. The initial Project Plan shall be included as Schedule A to Exhibit F, and incorporated herein as part of this Agreement, and each revised Project Plan as mutually agreed upon by the parties shall be incorporated by reference as part of the Agreement.

1.59 **"Property"**: All County Equipment and other County real and personal property.

1.60 **"Proprietary Software"**: All computer programs which were developed and owned by Contractor or Subcontractors prior to the Effective Date or which are developed during the term of this Agreement by Contractor Project Staff in performing work that is for the County, and any modifications thereof and derivative works based therein, and the documentation used to describe, maintain and use such Proprietary Software.

1.61 **"Purchase Price(s)"**: The price(s) for the purchase of each Deliverable, in whole or in part, as described in Exhibit A.

1.62 **"Report(s)"**: Documents provided by Contractor to County regarding Project activities, events and Services provided.

1.63 **"Schedule"**: The dates described in the Project Plan for deadlines for performance of Services and other Project events and activities.

1.64 **"Self-Help Code"**: Any back door, time bomb, drop dead device, or other computer software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of Maintenance or technical support.

1.65 **"Server"**: A computer in a local area network that runs administrative software which controls access to all or part of the network and its resources and makes such resources available to computers acting as workstations on the network.

1.66 **"Services"**: The tasks and services to be performed by Contractor on the Project, as described in the Statement of Work, including without limitation Project management, testing, production as applicable and delivery of the Deliverables, Conversion, Implementation, Training; and Warranty Services, and System Support and Maintenance as described in this Agreement.

1.67 **"Site(s)"**: The location(s) at County facilities of Equipment and System software, as agreed to by County.

1.68 **"Software Error"**: An error in coding or logic that causes a program not to function as described in the applicable Specifications.

1.69 **"Software Support"**: The technical and customer support Services that will be performed by Contractor beginning at Go Live through the Warranty Period and thereafter during the System Support and Maintenance Period which are described in Exhibit I.

1.70 **"Software Support Agreement"**: Collectively or individually, agreements of that name (or a similar name) for the rendering of Software support services after the Warranty Period.

1.71 **"Source Code"**: The series of instructions to the computer for carrying out the various tasks that are performed by a computer program, expressed in a programming language that is easily comprehensible to appropriately trained persons who translate such instructions into Object Code which then directs the computer to perform its Functions.

1.72 **"Specifications"**: The technical and other written specifications that define the requirements for the System including the ATP(s), TriTech's Response to the

Functional Specification Document (Exhibit E), the applicable IRD(s), OSD(s) if applicable to this Project, and the Statement of Work. Such Specifications shall include and be in compliance with all applicable County, State and federal policies, laws, regulations, and codes. The Specifications are, by this reference, made a part of this Agreement, as though completely set forth herein.

1.73 **"State"**: The State of California.

1.74 **"Statement of Work"**: The lists of tasks and responsibilities that must be completed by County and Contractor in order to implement the System as described in Exhibit F.

1.75 **"Subcontractor"**: A person, partnership, or company, not in the employment of or owned by Contractor, which is performing Services under this Agreement under a separate Agreement with or on behalf of Contractor.

1.76 **"System"**: The complete collection of all software provided by Contractor hereunder integrated and functioning together with the Data in accordance with the applicable Specifications Document(s) on the Equipment.

1.77 **"System Acceptance Tests"**: The Acceptance Tests defined in Exhibit F.

1.78 **"System Support and Maintenance Period"**: The five year period following the Warranty Period, as further defined in Section 12 and Exhibit I.

1.79 **"System Availability"**: The time that the System is Operational during the Warranty Period, as measured 24 hours a day, Monday through Sunday, on a monthly basis, except for mutually agreed upon scheduled maintenance activities, as further described in Exhibit E.

1.80 **"System Testing"**: Functional, integration, and other testing performed on the System by Contractor after Contractor has completed design and development of the Configuration and integrated the Software, Configuration, Data and Equipment as the System, so that Contractor can provide Certification of the System's readiness for applicable Acceptance Tests, as further defined in Section 7 and Exhibit F.

1.81 **"System Failure"**: The time during which the System is not performing its business operations or functions in accordance with the applicable Specifications, as a result of a Critical Priority Software Error. System Failure begins when County notifies Contractor that a Critical Priority Software Error exists. During the Warranty Period, and thereafter during the System Support and Maintenance Period, correction of Critical Priority Software Errors will be performed in accordance with Exhibit I.

1.82 **"Third-Party Software"**: Software that is developed by third parties (not including Subcontractors) and generally distributed for commercial use, and not

specifically designed or developed for County, including without limitation operating system software, tools, utilities, database management systems, and commercial-off-the-shelf software.

1.83 **"Training"**: The training Services to be provided by Contractor to County, as described in Exhibit F, and any Training Deliverable.

1.84 **"Turnkey"**: Delivery and installation of the System at the Site complete and ready to operate by Contractor.

1.85 **"Unauthorized Code"**: Any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

1.86 **"Update"**: All revisions or additions to the Contractor Software, including new versions of the Contractor Software listed in Exhibit G. The term "Update" does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by TriTech. The TriTech Software is multi-tiered which allows the system to be upgraded modularly. Certain modules may be licensed and sold separately from the base system. For such modules contained in an upgrade, the County will have the option to choose which modules it desires to add.

1.87 **"User(s)"**: Parties who will have use of and access to the System.

1.88 **"Warranty Period"**: The 12-month period beginning at Final Acceptance of the System, during which Contractor shall provide Warranty Services, including making corrections to Software Errors that were not discovered prior to Final Acceptance.

1.89 **"Warranty Services"**: The Services to be provided to County by Contractor during the Warranty Period as described in Section 12 of this Agreement.

1.90 **"Workstation"**: Any computer input station that utilizes the functionality of the Contractor Software, whether the software resides locally or on a Server.

1.91 **"Year 2000 Compliant"**: With respect to Contractor Software, the software accurately processes date/time data (including but not limited to calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the software, properly exchanges date/time data with it.

2. **Term:** The term shall begin on the Effective Date, continue through the Warranty Period, and extend through the five year System Support and Maintenance Period, subject to any extensions of the term for Change Orders if so specified in the Change Orders, and earlier termination as provided herein.

3. **Financial Matters**

3.1 **Purchase Prices**

Except as otherwise provided herein and subject to County's receipt of a correct invoice, County shall pay Contractor the fixed Purchase Price for each Deliverable as described in Exhibit A.

3.2 **Charges**

Except as otherwise provided herein and upon County's receipt of a correct invoice, County shall pay the undisputed Charges for the Services and/or Deliverables in accordance with the payment schedule set forth in Exhibit B within 30 days of receipt of such an invoice for Services and/or Deliverables provided. If payments are not received when due, Contractor may charge County one percent (1 %) per month on the amount due until paid in full.

3.3 **Maximum Amount**

The Maximum Amount payable under the terms of this Agreement shall be as set forth in Exhibit A, except as otherwise amended by the parties in writing through a Change Order.

3.4 **Shipping**

County shall be responsible for shipping costs incurred to deliver Property and any Application Software to Contractor to develop the System. Shipping charges from Contractor to County's Site(s) have been included in Exhibit A.

3.5 **Taxes**

County shall pay Contractor for any sales or use taxes imposed on the Services and/or Deliverables if County receives an invoice from Contractor for such taxes within one year of the due date. Contractor must pay all other applicable taxes including, but not limited to, taxes based on Contractor's income or revenue or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.

3.6 Contractor Expenses

County shall pay Contractor's reasonable out-of-pocket expenses, up to the amount specified in Exhibit A, and subject to the Maximum Amount, which are pre-approved in writing and which are incurred in connection with providing the Services, such as travel, transportation, food and lodging incurred by Contractor in its performance of this Agreement. Travel related expenses are chargeable from the Contractor's facility from which the servicing employee originates. However, Contractor shall be responsible for payment of all expenses related to salaries, benefits, and employment taxes, insurance or its Project Staff.

3.7 Invoices

Contractor shall submit correct invoices to the County Project Manager during the Project and during the Warranty Period for all Charges, Purchase Prices and other amounts to be paid by County hereunder. All invoices submitted must meet with the approval of the County Project Manager. During the System Support and Maintenance Period, invoices shall be submitted to the County Project Director or designees prior to payment. Contractor shall only submit invoices for Services or Deliverables as permitted by this Section 3.7 of the Agreement. County will return incorrect or incomplete invoices to Contractor for correction and reissue. The Agreement and purchase order number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement. Invoices must reference this Agreement and provide detailed information and in a format as requested by County, including without limitation:

3.7.1 Contractor name, address, telephone number and federal tax identification number;

3.7.2 An itemization of each Deliverable;

3.7.3. The Deliverable for which payment is sought and the Acceptance date triggering payment;

3.7.4. Applicable Purchase Prices and Charges;

3.7.5 Date of delivery and/or date of Installation, as applicable;

3.7.6 Any other Project costs with a detailed, itemization of such costs, if applicable;

3.7.7 Sales or use taxes, if applicable;

3.7.8 Credits, if any; and

3.7.9 Total amount due.

3.8 Funding

3.8.1 The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice to Contractor, will cease and terminate.

3.8.2. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 20.6. If such funding is reduced, County shall notify Contractor. County shall work with Contractor to determine which aspects of the Agreement shall proceed and which Services shall be performed. Contractor's Charges for such Services and Purchase Prices for associated Deliverables will be determined in accordance with Exhibit A. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Section 20.6.3 and Section 20.8. Any obligation to pay by County will not extend beyond the end of County's then-current funding period, except as otherwise provided in Section 20.6 and Section 20.8.

3.8.3 Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced. In such event, County will provide as much notice as reasonably possible to Contractor.

3.9 Most Favored Customer

With respect to the Contractor's Software and Services, Contractor agrees all the prices, terms, rates, warranties, and benefits granted by Contractor are comparable to or better than the terms, prices, warranties and benefits being offered by Contractor to any present customer meeting the same qualifications and requirements as County with respect to the number of Workstations and Contractor Software licenses and the

same products or services. Except as otherwise herein provided, if Contractor shall, during the term of this Agreement, enter into arrangements with any other customer of equal size with respect to the number of Workstations and Contractor Software licenses required for the same products or service, providing greater benefits or more favorable terms, Contractor shall be obligated to provide the same to County.

3.10 Overpayments to Contractor

Contractor shall promptly, but in all cases within 30 days, pay to County the full amount of any erroneous payment or overpayment upon Notice by County of an erroneous payment or overpayment to which Contractor is not entitled. If Contractor fails to make such a timely refund after receipt of such Notice, County may charge Contractor one percent (1 %) per month on the amount due until paid in full.

3.11 Advance Payments Prohibited

No advance payment shall be made for goods or Services furnished by Contractor pursuant to this Agreement, except as otherwise stated in Exhibit B of this Agreement.

3.12 Credits

Any credits due County under this Agreement may be applied against Contractor's invoices with appropriate information attached, upon giving of Notice by County to Contractor.

3.13 No Increases

Contractor shall not increase the Maximum Amount due from County under Exhibit A for all Services and Deliverables, Purchase Prices, or other Charges, except as otherwise agreed to by County.

4. Project Management

4.1 Reports and Meetings

4.1.1 Contractor shall produce the Reports and the parties shall participate in the meetings, as described in Exhibit F, in person, except that such meetings may be conducted by telephone conference call, videoconference, and/or web conference in County's sole discretion. All Reports shall be produced in formats approved by County and delivered in accordance with the Schedule and the terms of this Agreement.

4.1.2 Regularly, as scheduled, the Contractor Project Manager and other identified Project Staff shall attend status meetings with the County Project Manager and other members of County's Project team during the Project. These meetings may be conducted by telephone conference at County's request. These status meetings shall follow a preset agenda jointly prepared by the Contractor Project Manager and County Project Manager, but will also allow both Contractor and County to discuss other issues that may concern either party. Contractor shall provide written status Reports as requested by County. Contractor's proposed format and level of detail for the status Reports shall be subject to County's approval. In addition, the Contractor Project Manager will update the Project Plan in Microsoft Project format as mutually agreed upon by the Parties.

4.1.3 As reasonably requested by County, the Contractor Project Manager shall assist the County Project Manager in preparing and shall prepare special Reports and presentations related to the Project management. The Contractor Project Manager shall also provide or produce such Reports or information as are reasonably requested by the County Project Manager regarding the Project.

4.2 Contractor Project Manager

4.2.1 Contractor shall assign to the Project a Contractor Project Manager of a management level sufficient to assure timely responses from all Contractor personnel and whose resume and qualifications will be reviewed and approved by County prior to his or her appointment as Contractor Project Manager. The approval process may include, at County's discretion, an interview with the proposed Contractor Project Manager and a criminal background check. County will not unreasonably delay or deny approval of the Contractor Project Manager. The Contractor Project Manager shall be responsible for acting as a liaison with the County Project Manager.

4.2.2 Contractor agrees and represents that the assigned Contractor Project Manager shall be fully qualified to perform the tasks required of that position under this Agreement. The Contractor Project Manager shall be responsible for acting as a liaison with the County Project Manager and function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein and shall implement the Project within the framework of Exhibit F. The Contractor Project Manager shall be able to make certain decisions relevant to the Project for Contractor, and will manage the Contractor and Subcontractor (if applicable) resources assigned to the Project. The Contractor Project Manager will have direct access to Contractor's Vice President, Program Management for decisions beyond the Contractor Project Manager's immediate authority. The Contractor Project Manager or as applicable, other substitute Project management

personnel for Contractor shall be available to travel to the Site as requested by the County Project Manager, and as specified in Exhibit F, until Final System Acceptance as defined in Exhibit F.

4.2.3 The Contractor Project Manager shall not be changed from the person identified in Exhibit H (Project Staff), except as provided in Section 4.3.2. If the Contractor Project Manager is removed or replaced, Contractor will promptly provide Notice to County, submit a resume, and obtain approval of the replacement Contractor Project Manager from County, prior to his or her beginning work on the Project, except as provided in Section 4.3.2.

4.3 Contractor Project Staff

4.3.1 Contractor shall have provided to County an organization chart of Contractor's Project Staff, and shall set forth the names of Project Staff for the Project and positions during Project Implementation and Warranty Services, and the System Support and Maintenance Period, which shall be set forth in Exhibit H.

4.3.2 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Project Staff shall not be changed during the Project from the individuals identified in Exhibit H and until Acceptance of the System without the prior written approval of County. During the term of the Agreement, County reserves the right to approve or disapprove Contractor's and any Subcontractor's Project Staff assigned to this Project, to approve or disapprove any proposed changes in Project Staff, or to require the removal or reassignment of any Contractor or Subcontractor Project Staff found unacceptable by County upon reasonable notice to Contractor. Contractor shall provide County with a resume of any member of its Project Staff identified in Exhibit H or a Subcontractor's Project Staff assigned to, or who may be assigned to, any aspect of the performance of this Agreement prior to commencing any Services. County shall not unreasonably request a change in Contractor's Project Staff, or unreasonably withhold approval of any proposed replacement Project Staff. A change in Project Staff may result in a change in the Schedule.

4.3.3 All Project Staff proposed by Contractor as replacements for other Project Staff shall have comparable or greater skills for performing the activities as performed by the Project Staff being replaced.

4.3.4 Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor understands and agrees that County does not assume liability for the actions of Contractor's Subcontractors or agents. Contractor agrees that it has no right to indemnification or contribution from County for any judgments rendered against Contractor, its Subcontractors or agents.

4.3.5 Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of County. Contractor will indemnify and hold County harmless from any and all such claims asserted against County. Any person who alleges a claim arising out of employment or alleged employment by Contractor will not be entitled to any compensation, rights, or benefits from County (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

4.4 County Project Manager

The Contractor Project Manager's primary point of contact in matters of Project management shall be the County Project Manager. The County Project Manager or his or her designee or successor will manage this Agreement on behalf of County and will be the principal point of contact for the Contractor concerning Contractor's performance under this Agreement.

4.5 Reference Checks

Due to the confidential nature of the information and materials that will be accessible to Contractor, County shall conduct a reference check, including criminal history reports, on Contractor Project Staff who will be providing the Services and will have access to County data or facilities. County reserves the right in its sole discretion to reject any proposed Project Staff as a result of information produced by such reference checks or additional sources of information, without disclosing a basis for such rejection.

4.6 Records Retention and Access Requirements

4.6.1 Contractor shall agree to the conditions of all applicable County, State and federal regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, Contractor shall agree to the terms set forth below regarding retention of records and access for County, State and federal government officials.

4.6.2 Contractor and its Subcontractors shall maintain original books, records, documents and other evidence that sufficiently and properly reflects the accuracy of amounts billed to County during the performance of this Agreement and shall retain all such records for four (4) years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for one (1) year following the termination of litigation, including all appeals if

the litigation has not terminated within six (6) years from the date of expiration or termination of this Agreement.

4.6.3 All such records shall be subject at reasonable times and upon prior Notice to examination, inspection, copying, or audit by personnel so authorized by the County Project Director and/or County, State and federal officials so authorized by law, rule, regulation or contract, when applicable at Contractor's, or as applicable its Subcontractor's, facilities during normal work hours. During the four-year period after this Agreement term or one-year term following litigation, delivery of and access to these items will be at no cost to County. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

4.6.4 Contractor, in any of its subcontracts with Subcontractors, shall include the records retention and review requirements of this section. Contractor's personnel shall accompany County's personnel at all times during any examination, inspection, review or audit of Subcontractor's records. Contractor shall make no charges for services rendered in connection with an audit requested by County.

4.6.5 Contractor shall provide right of access to its facilities to County, or any of County's officers or to any other authorized agent or official of the State of California or the federal government, at all reasonable times during Contractor's normal work hours and upon reasonable advance notice, in order to monitor and evaluate performance, compliance and/or quality assurance under this Agreement. County shall use its best efforts to ensure that such monitoring and evaluation is done in a manner that will not disrupt Contractor's workflow.

4.6.6 As part of the Services, Contractor shall provide, upon County's request, a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services provided to County under this Agreement.

4.7 Accounting Requirements

Contractor shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Services and all other costs and expenditures made under this Agreement, and the costs properly applicable to the Agreement shall be readily ascertainable therefrom.

4.8 Supplemental Contracts

County may undertake or award supplemental contracts for work related to this Agreement, or any portion thereof. Contractor shall cooperate with such other contractors and County in all such cases to the extent agreed to by County and

Contractor pursuant to this Agreement or by Change Order. Contractor shall ensure that all Subcontractors that it hires to provide the services contemplated by this Agreement shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of any such other contractors or for any delays which may be caused by any such other contractors, except that Contractor shall be responsible for delays of, or acts or failures to act of, such other contractors to the extent such delays, or acts or failures to act are directly caused by or due to the fault of Contractor.

5. Services and Resources

5.1 Performance

Contractor shall begin to perform the Services on the Effective Date. Contractor shall perform the Services as described in this Agreement and in accordance with the Project Plan and Exhibit F.

5.2 Necessary Resources

Contractor shall provide the personnel and all other materials and resources necessary for the performance of the Services.

5.3 Ownership

Title to all Property furnished by County shall remain in County. Title to all Property purchased by Contractor, for which Contractor has been reimbursed by County under this Agreement, shall pass to and vest in County upon the earlier of Acceptance of the applicable Deliverable in which the Property is included, or Acceptance of the System, unless otherwise provided in the Agreement. The term "Property" as used in this Section 5.3 does not include Intellectual Property to which all right and title is owned by the Contractor or the applicable vendor thereof.

5.4 Use of Property

Any Property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the County Project Manager, be used only for the performance of its obligations under and subject to the terms of this Agreement.

5.5 Damage to Property

Contractor shall protect and be responsible for any loss, destruction, or damage to Property that results from or is caused by Contractor's willful misconduct or negligent acts or omissions or from the failure on the part of Contractor to maintain

and administer that Property in accordance with sound management practices. Notwithstanding anything to the contrary herein, Contractor shall be liable to County for any damages resulting from damage to Property, which damages result from or are caused by Contractor's willful misconduct or negligence. Contractor shall ensure that the Property is returned to County in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or make good any such damage, destruction or loss at any County Site, and shall do so without requesting contribution from County or assistance from County officers or employees.

5.6 Notice of Damage

Upon the loss of, destruction of, or damage to any of the Property, Contractor shall notify the County Project Manager thereof and shall take all reasonable steps to protect that Property from further damage.

5.7 Surrender of Property

Contractor shall surrender to County all Property upon the earliest of completion, termination, or cancellation of this Agreement.

5.8 County Property and Facility

County will provide Contractor access to and use of the County Equipment for development, testing and implementation of the System and other Property as described in Exhibit G. Contractor's use of the County Equipment shall be subject to County's security, administrative and other requirements.

6. Equipment

6.1 Contractor Supplied Equipment

The parties acknowledge and agree that Contractor shall provide only that Equipment identified in Exhibit G at Contractor's Site(s) in accordance with the Project Plan and as described in Exhibit F and at County Site(s) as described in Exhibit D.

6.2 County Equipment

County shall provide Equipment at County's Site(s), or at Contractor's facility as described in Exhibit G and in accordance with the tasks described in Exhibit F. If applicable, Contractor shall install the System on County's Equipment as indicated in the Project Plan and Exhibit F.

7. Deliverables

7.1 General

7.1.1 Contractor shall provide County with the Deliverables according to the Project Plan and Exhibit F.

7.1.2 All Deliverables, except for Software Support, shall be subject to County's Acceptance, including without limitation, Deliverables provided pursuant to Change Orders. County's review of Deliverables, including Pre-Acceptance Testing, shall be in accordance with the time frames therefor set forth in the Project Plan and Exhibit F. Contractor shall provide Deliverables in a manner that meets the applicable Specifications, and this Agreement, and that results in a Turnkey System.

7.2 Project Plan

7.2.1 The initial Project Plan is attached to this Agreement. The parties acknowledge that the Project Plan is an evolving document that will be changed at the mutual agreement of County and Contractor throughout the term of the Agreement. Changes to the Project Plan shall not require a Change Order.

7.2.2 Contractor shall provide updates to the Project Plan as requested by County, and as otherwise necessary throughout the Project to accurately reflect the status of activities, tasks, events, Services, and projected Schedules for such activities, tasks, events and Services. The Project Plan shall provide detailed information, in a Microsoft Project (Version 2003) document, including but not limited to, tasks, Deliverables, Schedules, task dependencies, and identification of resource requirements, in relation to the Payment Schedule (Exhibit B). The Project Plan shall be inclusive of the mutual expectations and work to be performed by County and Contractor in order to complete the Project successfully. County must agree upon any such update changes prior to their final incorporation into the Project Plan. Contractor shall maintain and transmit updated copies of its detailed Project Plan to County.

7.2.3 The Schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand in writing by County. However, the Schedule may, in County's discretion, be extended on a day-to-day basis to the extent that County's review of a Deliverable and review of corrections of Deficiencies in accordance with the Acceptance process and Pre-Go Live Acceptance Tests or Acceptance Test Procedure are longer than described in the Schedule.

7.3 General Acceptance Process for Deliverables

7.3.1 General. Pre-Go Live Acceptance Tests shall occur for the System components as they are delivered and installed at County's Site(s), as more fully defined in Exhibit F. Acceptance Tests shall occur for the System as further defined in Exhibit F (Statement of Work). In conducting Acceptance Tests, County shall, if possible, perform the complete Acceptance Test Procedure without interruption notwithstanding problems experienced during the testing. If reasonably feasible, County shall continue with the Acceptance Tests pending Contractor corrective action with respect to a non-conforming function. County shall not suspend testing when problems are experienced and restart the Acceptance Tests when the problems are corrected unless the problems prevent continuing with the Acceptance Tests. If the Acceptance Tests must be suspended pending corrective action, County shall promptly advise Contractor by the fastest available means.

7.3.2 Final Acceptance of the CAD System. Upon Go Live, County will utilize the System for Live Operations for a minimum period of thirty (30) consecutive days or until the System operates in accordance with the Specifications to verify functionality in a live environment. If during such test period, County determines that the System does not perform in material accordance with the Specifications, County shall immediately notify Contractor as described in Exhibit I, setting forth the defects noted with specificity as requested by Contractor. Upon notification of such a non-conformance, Contractor shall have a reasonable time to reproduce and verify it. If so reproduced and verified, Contractor will correct (or contact the applicable Subcontractor or vendor to correct) the non-conformance by (i) developing and delivering a correction to the System, (ii) providing a temporary technical work-around, if reasonably feasible, or (iii) in the case of problems that do not materially affect operation of the System pursuant to the criteria set forth in the Acceptance Test Procedure, providing a future release of an Update to the Contractor Software and/or Documentation (or Subcontractor or vendor software as applicable) in accordance with Exhibit I. Within five (5) business days after receipt of a correction, County shall retest the corrected function(s) and report any other non-compliance with the ATP. Final Acceptance of the System shall occur when the System has passed the Acceptance Test period without County notification to Contractor of a material failure of the System to perform in accordance with the Specifications, and both parties acknowledge Final Acceptance.

7.4 Retesting

7.4.1 Retesting and Correction. After notification by County to Contractor of Software Errors detected during the Pre-Go Live Acceptance Tests, or Critical Priority Software Errors detected during the Final Acceptance Test, and Contractor has corrected such Deficiencies in accordance with Section 7.3.1 (Pre-Go Live) or Section 7.3.2 (Final Acceptance) above as applicable, County shall verify whether the System satisfies the System Acceptance Tests and in writing shall either accept or not accept the System following such re-tests. If Contractor corrects all such Deficiencies in the System, which then successfully performs the System Acceptance Tests without Critical Priority Software Errors, County shall give Contractor System Acceptance.

7.4.3 Final Acceptance of the Mobile Data System. County will receive Train the Trainer training, as further defined in Exhibit F, on the operational use and installation of the Mobile Data System. Contractor will Deliver and configure, to the applicable Specifications, the Contractor Software to the Designated Location and provide installation services on at least five (5) mobile units. Installation of the remaining mobile units will be conducted by County. Contractor's project team will test the system configuration and functionality on the Contractor installed mobile unit by running the approved ATP with the County. Upon successful completion of the ATP, Contractor and County will document any issues detected and agree upon any required resolution plan. At the conclusion of the above-described installation and testing the parties shall jointly acknowledge system Acceptance. County is responsible for mobile server and unit connectivity to the mobile network infrastructure and the wireless network which items shall not affect acceptance of the MDS.

7.5 Source Code

7.5.1 Contractor Software. Subject to payment of the applicable escrow fees by County and County's execution of the applicable escrow documents, Contractor shall, on or before the occurrence of Go Live for the Contractor Software (less Interfaces and Modifications), enroll County as a Preferred Beneficiary of the applicable Contractor Source Code escrow account with Iron Mountain Intellectual Property Management ("Iron Mountain") (formerly known as DSI Technology Escrow Services) (the "Escrow Agent"), as further defined in Exhibit J. A copy of Contractor's Master Preferred Escrow Agreement with Iron Mountain is attached at Exhibit J. The location of the escrow shall be Iron Mountain's storage facilities in Norcross, GA.

7.6 Protection From Damage

Contractor shall continuously protect all Deliverables prior to their Delivery and while in Contractor's possession or control from damage, destruction or loss resulting from or caused by the acts, omissions or negligence of Contractor in connection with the Services. Contractor shall ship all Deliverables purchased pursuant to this Agreement, FOB County's destination. The method of shipment shall be consistent with the nature of the goods and hazards of transportation. During the period Deliverables are in transit and in possession of Contractor or its carriers Contractor and its insurers, if any, shall relieve County of responsibility for all risks of loss or damage thereto, unless such loss or damage are caused by the negligence or misconduct of County. The risk of loss or damage shall be borne by County upon Delivery, except loss or damage attributable to Contractor's direct, negligent acts or omissions.

7.7 Delivery

Contractor shall deliver the Deliverables pursuant to this Agreement and in accordance with Exhibit F, on or before the applicable Delivery Dates in the Project Plan and/or Exhibit F. As applicable, Contractor shall deliver hard copy and electronic versions of the Deliverables in formats agreed to by the parties. All packages must be accompanied by a packing slip that identifies all items included with the shipment and County's purchase order number. An authorized representative of County must sign Contractor's delivery receipt for all deliveries made hereunder.

7.8 Representation

By submitting a Deliverable, Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner that will, in concert with other tasks, meet the Specifications and objectives stated or referred to in this Agreement. By unconditionally giving Acceptance for a Deliverable, County represents only that it has reviewed the Deliverable and detected no Deficiencies of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding of Acceptance for the work completed.

7.9 Training

Contractor will provide the County with training for the System as specified in Exhibit F. If the County is not available for training at the scheduled time, a revised training schedule will be established based upon the mutual agreement of Contractor and the County. Contractor shall not be held responsible for delays in the Schedule arising from County's non-availability for Training.

8. Licenses

8.1 Grants

In consideration for, and subject to, the payment of the license fee(s) specified in Exhibit A of this Agreement, and the other promises, covenants and conditions herein, County is granted the following licenses to the Contractor Software:

8.1.1 A nontransferable, nonexclusive right and license to use the Contractor Software and Documentation for said software for County's own internal use for the applications described in Exhibit F, at the Site, in the quantity set forth in Exhibit A, and on the Equipment set forth in Exhibit G. County may make additional copies of the Contractor Software as reasonably required for archival, or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 17 herein.

(i) Each copy of the Contractor Software provided under this license identified in Exhibit A of this Agreement may be used on only one primary computer system at any one time. In the event of a failure, malfunction or other out of service condition of the primary computer system, the Contractor Software may be used on a standby computer system until the primary computer system is returned its normal operational mode.

8.1.1.1 County shall be entitled to have a copy of the Contractor Software residing on the primary Server(s), the back-up Server(s), the test/training Server and the Reporting/Data Warehouse as identified in Exhibit G.

8.1.1.2 Notwithstanding anything to the contrary in this Section, the Contractor Software is designed to enable County to develop original applications which interface with the Contractor Software. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works provided that they are not, in fact, derived from the Contractor Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, County shall not acquire any right, title or interest in the Contractor Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, Contractor shall not acquire any right, title or interest in such County developed non-derived applications, whether as owner, joint owner or otherwise.

8.1.2 Each Workstation that is configured to utilize the functionality of the Contractor Software must have a full-User license under this Agreement.

8.1.3 The Contractor Software may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided vehicle dispatching to third parties. Notwithstanding the above, County shall be entitled to Use the Contractor Software at the applicable Site for the purpose of the application(s) described in the Statement of Work for itself and other agencies/entities in the area within Santa Barbara County, CA, provided that the Contractor Software is installed and operated at only one physical location. The Contractor Software shall not be used for other than the application(s) described in the Statement of Work.

8.1.4 County shall not use, copy, rent, lease, sell, sublicense, create derivative works, or transfer the Contractor Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable software license agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the license granted herein, at the option of Contractor.

8.1.5 The Contractor Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code except as otherwise provided in Exhibit J. Without limiting the generality of the foregoing, except as provided in Exhibit J, County is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to such Source Code, even if such Source Code is loaded on the Equipment. The loading and/or using of Source Code to Contractor's Software by Contractor or its employees, or agents on the Equipment or any other computer system equipment at the Site or any other location associated with County shall not constitute a waiver of this provision, or any express or implied license or other permission to copy, use or exercise other rights to the Source Code.

8.1.6 County may not export any Contractor Software or Documentation outside the United States without further written agreement of Contractor. In the event of such agreed export, County agrees to comply with the requirements of the United States Export Administration Act of 1979 and any amendments thereto, and with all relevant regulations of the Office of Export Administration, U.S. Department of Commerce.

8.1.7 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable software license agreements for Third Party Software.

8.1.8 County may surrender any software licenses provided in connection with this Agreement at any time by performing the actions described in the Termination section of this Agreement, or the applicable software license agreement. Such surrender shall not affect Contractor's right to receive and retain the Contract Price and other fees, charges and expenses earned hereunder.

8.2 Term

The licenses hereunder are granted as of the Delivery Dates or availability for County and continue until County returns the Contractor Software and Third-Party Software and copies thereof to Contractor, erases such Contractor Software and Third-Party Software from its Equipment's storage media, decides to cease accessing the System on the Equipment, or this Agreement and the licenses herein are terminated in accordance with Section 20, Termination, of this Agreement as applicable.

8.3 Title

Contractor shall hold all right, title and interest in the Contractor Software, Documentation and Technology, and its suppliers shall hold all right, title and interest in their respective software applications, documentation and technology.

8.4 Documentation

Contractor shall provide one set of Documentation for the Contractor Software for use in electronic format compatible with Microsoft Corporation's then-generally available Office products and one copy in written format in accordance with the terms of this Agreement. Upgrades and revisions to this Documentation shall be provided as part of Software Support in accordance with Exhibit I as long as the County remains current on payment of Software Support fees. There shall be no additional charge for the Documentation or updates thereto, in whatever form provided. Contractor's Documentation shall be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing County access to its web-based Documentation information. Contractor may also provide such information on CD-ROM. Contractor grants County a nonexclusive, perpetual, non-terminable, irrevocable license to use, modify and reproduce the Documentation furnished pursuant to this Section for its own internal use at no additional charge, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with Section 17 herein

8.5 Restrictions

Except as otherwise permitted in this Agreement, County agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any third party or lease the System or any copy of it which is provided in Object Code format.

8.6 Third Party Software Licenses

Contractor shall assign to County applicable licenses for Third Party Software provided hereunder upon Delivery of the System.

9. Ownership

Excluding the Intellectual Property of Contractor or any vendors of Third Party Software provided hereunder, County shall own all right, title and interest in and to its Confidential Information; County's intellectual property; the County Equipment; the other Deliverables, including without limitation the Configurations; the Data; and any interfaces independently developed by County to query the System in accordance with the software licensing provisions of this Agreement.

10. Implementation

10.1 Implementation Phases

Contractor shall complete Implementation Services as described in the Project Plan, Exhibit F, and other parts of this Agreement.

10.2 Conversion

Contractor shall participate in and perform Services for Conversion as described in Exhibit F and the Project Plan.

11. Warranties

11.1 Deliverables

11.1.1 The Contractor Software. Contractor warrants that, during the Warranty Period, the Contractor Software will perform in substantial conformity with the Specifications and Exhibit E. If, during the Warranty Period, County determines that a warranty defect exists in the Contractor Software, County shall notify Contractor and Contractor shall handle such request in accordance with Exhibit I, and in Section 12.1. Contractor shall, at its option, correct the defect, or replace the Contractor Software. Software Support during the Warranty Period and thereafter

under System Support and Maintenance is provided as more fully described in Exhibit I.

11.1.1.1 Contractor further represents and warrants that the Contractor Software, including Updates thereto, shall be Year 2000 Compliant. However, the foregoing warranty is subject to and conditional upon (i) County operating the most current version of the Contractor Software offered to it, and (ii) Year 2000 Compliance of hardware, firmware, software, data and other facilities with which the Contractor Software operates, interfaces or otherwise communicates. **Contractor makes no Year 2000 representations or warranties, express or implied, with respect to Equipment, Third Party Software, Subcontractor Hardware or Software or other firmware, software, data or other facilities manufactured, developed and/or provided by third parties. County's sole remedy with respect to the foregoing warranty shall be to receive an Update to the Contractor Software that is Year 2000 compliant.**

11.1.1.3 Contractor further warrants and represents that the Contractor Software does not contain any Self-Help Code or Unauthorized Code or other program routine or hardware device inserted and intend by Contractor to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the Contractor Software. County's sole remedy with respect to the foregoing warranty shall be to receive an Update to the Contractor Software that does not contain any of the above-described routines or devices.

11.1.1.4 If the Contractor Software is unable to function as warranted during the Warranty Period, or thereafter under System Support and Maintenance due to any one or more of the following factors, additional charges may be imposed by Contractor for actions necessary to correct or work-around such factors:

11.1.1.4.1 Modification of the Contractor Software, Third Party Software or Equipment by County or a third party without Contractor's explicit, written approval.

11.1.1.4.2 Misuse or neglect, including without limitation failure to use the Contractor Software as described in the Documentation, or other instructions provided by Contractor.

11.1.1.4.3 Software not provided by Contractor, not approved by Contractor in writing or not specified as compatible in the Documentation.

11.1.1.4.4 Equipment which does not meet the configuration requirements specified in Exhibit G, by failure of County to provide and maintain the site and facility requirements described in the Site Preparation and Support Connectivity Guide (Schedule B to Exhibit F), or the use of “clones” (generic “look-alike” equipment) as substitutes for the Equipment listed in Exhibit G.

11.1.1.4.5 Computer viruses that have not been introduced into County’s system by Contractor. County shall maintain up to date virus checking software and shall check all software received from Contractor or any other person or entity for viruses before introducing that software into any part of the System including, but not limited to, Workstations or Servers. If desired by County, Contractor will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by Contractor, Contractor will provide a virus-free copy of the Contractor Software, and will, at its expense, reload said software (but not County’s data) on County’s Equipment. County shall be responsible for reloading its data and, to that end, shall practice reasonable back-up procedures for the System to mitigate the consequences of any virus. TriTech will assist Client in reloading its data from the County’s backup media.

11.1.1.4.6 Lack of Year 2000 Compliance of hardware, firmware, software, data or other items manufactured, developed and/or otherwise provided by County or third parties, including but not limited to Equipment or Third Party Software,

11.1.1.4.7 Equipment or Software provided by third parties with which the Contractor Software interfaces or operates (including but not limited to Third Party Software), including but not limited to problems caused by changes in such Equipment or Software. If such changes occur which require modifications or other actions with respect to the Contractor Software, such modifications or actions shall (unless identified in Exhibit A as a line item in this Agreement) be subject to the mutual written agreement of the parties, including but not limited to, additional charges by Contractor at its then current rates for engineering and technical support.

11.1.1.4.8 If mapping information is supplied with the Contractor Software, Contractor makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the Contractor Software. The completeness or accuracy of such data is solely dependent on the information supplied by the County or the mapping database vendor to Contractor.

11.1.2 Problems in the Contractor Software or transmission of data caused by wireless services are not warranted by Contractor, or covered under the terms of this Agreement. County's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services is at County's sole risk.

11.1.3 County is responsible for maintaining the required certifications for access to County's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

11.1.4 Equipment, Third Party Software and Subcontractor Hardware and Software, and any other items provided under this Agreement and not manufactured by Contractor (collectively "Third Party Items"). Third Party Items are warranted by the manufacturers or vendors thereof, not by Contractor. Contractor shall pass through to County any warranties on Third Party Items granted to it. If, during the warranty period for Third Party Items County determines that they do not perform as warranted, County shall contact Contractor using the procedures described in Exhibit I. Contractor shall perform Help Desk functions by receiving calls and providing reasonable assistance to County in determining the causes of the reported problem and in assisting County in making claims under applicable third party warranties. Notwithstanding the foregoing, Contractor warrants that, during the Warranty Period for the Contractor Software, the Contractor Software shall be compatible with the Third Party Items (i.e., shall communicate, share data and otherwise work together without additional software or hardware not provided under this Agreement) provided that all System components are used and maintained by County as specified or instructed by Contractor, or the respective vendors thereof, provided further that such items have not been changed since the Delivery thereof such that the Contractor Software is no longer compatible without modification, and provided further that such items are Year 2000 Compliant.

11.2 Services

11.2.1 Contractor represents and warrants that:

11.2.1.1 It shall perform all Services required pursuant to this Agreement in a professional manner, consistent with commercially accepted practices for such Services;

11.2.1.2 Time shall be of the essence in connection with performance of the Critical Events.

11.3 Safety and Health

Contractor represents and warrants that the Deliverables, when delivered to County, are designed and manufactured to comply with then current applicable federal and State safety and health regulations. Contractor agrees to indemnify, defend, and hold County harmless from all damages assessed against County as a result of the failure of the Deliverables furnished under this Agreement to so comply as applicable.

11.4 Authorization

Contractor represents and warrants that:

11.4.1 Contractor is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

11.4.2 It has the full power and authority to grant to County the rights described in this Agreement without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor;

11.4.3 The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

11.4.4 The person executing this Agreement for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority;

11.4.5 Contractor is duly authorized to conduct business in and is in

good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement;

11.4.6 Contractor has obtained all applicable licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the Services; and

11.4.7 Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services; and Contractor will maintain all applicable required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

11.5 Ability To Perform

Contractor represents and warrants that:

11.5.1 Contractor has the financial stability to carry out at least six (6) months of Services, including Software Support during any period of this Agreement without reimbursement for the Services or expenses, which financial ability does not obligate the Contractor to continue performance in the absence of payment(s) due and owing from County;

11.5.2 Contractor has the financial resources to fund the capital expenditures, if any, required under the Agreement without advances by County or assignment of any payments by County to a financing source;

11.5.3 Each Subcontractor providing a substantial amount of the Services under this Agreement has the financial resources to carry out its duties under this Agreement; and

11.5.4 Contractor's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by stage, segment, or cost objective in order to support Change Order accounting.

11.6 Disclaimers

WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT ARE CONTRACTOR'S ONLY WARRANTIES CONCERNING THE SERVICES, DELIVERABLES AND ANY WORK PRODUCT, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

12.0 Support and Maintenance Services

12.1 General Responsibilities

During the Warranty Period and thereafter under System Support and Maintenance Periods, Contractor shall provide Services as described in this Section 12 and further defined in Exhibit I. Reported Software Errors will be addressed depending upon the priority nature of the reported problem, as further defined in Exhibit I.

12.2 Technical Services

This section provides an overview of the Technical Services provided by Contractor's Client Services Department. Contractor's support team will consist of personnel dedicated to account management, issue resolution, County communication and technical expertise. Quality customer service is provided by improving communications, providing timely resolutions to technical issues, giving frequent updates for open issues, and advocating for requested enhancements to the VisiCAD product. The support team will consist of a Client Account Manager (CAM), a team of Technical Services Consultants (TSC), a team of Technical Services Engineers (TSE), and Technical Services Leads, and Technical Services Management

12.2.1 Client Account Manager (CAM). The CAM will provide service reviews, product roadmap updates, software upgrade coordination, service contract renewals, prioritization of open issues, and billing for out of scope services. The CAM will proactively call each assigned client frequently to review the status of their issues and overall satisfaction with Contractor's products and services.

12.2.2 Technical Services Consultant (TSC). TSCs are the primary point for reporting and follow-up on issues, perform level 1 diagnosis, and escalate issues that cannot be resolved immediately to level II support specialists (TSEs). When an issue is escalated, the TSC will drive the issue through the support internal processes to resolution, while communicating progress reports to clients frequently

12.2.3. Technical Services Engineer (TSE). TSEs will provide an expert knowledge base of specific system functions, troubleshooting, and technical resolution to assigned issues. They will also work to improve our monitoring capabilities and troubleshooting techniques to allow Technical Services and Clients to proactively resolve issues and minimize their effects.

Areas of expertise will be CAD, Interfaces, GIS, upgrades, and other subjects as needed.

12.2.4. Technical Services Lead. The lead will be a point of escalation for TSEs for researching open issues, escalation to outside support agencies for third party items provided by Contractor, and communicating complex technical problems to clients.

12.2.5. Technical Services Management. The Technical Services Manager and the Vice President Client Services will be responsible for the escalation of issues as necessary, obtaining required resources to research issues, process enhancements, and client advocacy in product roadmap discussions.

12.3 Database

Contractor shall maintain and make available online to County a database of all Change Requests and Deficiencies reported by County in the System, and each visit by such Services Project Staff. The database shall include, at a minimum, the following:

12.3.1 Date and time Contractor was notified;

12.3.2 Date and time of arrival or inquiry response;

12.3.3 Description of Deficiency;

12.3.4 Description of severity level of Deficiency, e.g.,
Emergency;

12.3.5 Description of Deficiency resolution; and

12.3.6 Date of resolution.

12.4 Updates

12.4.1 From time to time at Contractor's discretion, during the Warranty Period and the System Support and Maintenance Period, Updates to the Contractor Software and Release Notes documenting the Updates will be developed and provided to County free of charge, provided that the County is current on payment of Software Support fees. All Updates and their accompanying Release Notes shall be subject to the terms and conditions of this Agreement and shall be deemed licensed Contractor Software hereunder.

12.4.2 Enhancements. Requests for enhancements submitted to Contractor are reviewed and evaluated by Contractor and review committees established by Contractor's User's Group. The committees are charged with the following tasks:

- Evaluating the requested modification to determine whether or not it will benefit the general user community
- Prioritizing requests according to severity and need of the clients
- Consulting with Contractor at the start of each product version planning cycle on the scope of the modification and where it fits on the product roadmap

Contractor and the User's Group will periodically solicit enhancement requests from the Contractor's user community in advance of the version planning cycle to assist Contractor and the client community. Requests for enhancements may be general or may relate to certain modules that are targeted for repair or modification during the version. The valuable input of Contractor's end users benefits the entire Contractor user community.

12.5 Performance Standard Measurement

Contractor shall maintain the System, in whole and in part, to meet the Performance Standards set forth in Exhibit C during the Warranty Period.

12.6 Continuous Improvement

Contractor shall, on an ongoing basis, as part of its total quality management process, identify, report to County, and implement ways to improve performance of the Services and identify and apply techniques and tools from other Contractor installations that would benefit County either operationally or financially. Such process does not include providing upgrades or enhancements to the Contractor Software for which separate license fees are charged.

13. Dispute Resolution

13.1 Good Faith Efforts

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through negotiations between senior management of the parties and their designees. If the dispute cannot be resolved

within 15 calendar days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies.

13.2 Continued Performance

Contractor and County agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Agreement.

14. Changes

14.1 Changing Government Programs

The parties acknowledge that the government programs supported by this Agreement will be subject to continuous change during the term of this Agreement. Except as provided in this Section 14, Contractor has provided for or will provide for adequate resources, at no additional cost to County, to reasonably accommodate such changes during the term of this Agreement, subject to the Change Order process of this Section 14.

14.2 Identifying Changes

In consideration of Contractor's knowledge, experience and expertise related to the development of Computer Aided Dispatch Systems such as the System that is the subject of this Agreement, Contractor agrees to advise County of any changes in applicable federal or State legislative enactments and regulations of which it becomes aware regarding Computer Aided Dispatch Systems and the impact of such changes on the performance of the Services or Deliverables or County's use of the Services or Deliverables provided hereunder. Contractor agrees to timely notify County of such changes and must work with County to identify the impact of such changes on how County uses the Services or Deliverables.

14.3 Notice from County

In the ordinary course of business, if County becomes aware of any material changes in applicable law, regulation, codes, policy, or guidelines affecting the Agreement, County will promptly notify Contractor of the changes.

14.4 Issuance of Change Requests

County may, at any time by a written Change Request, request changes within the scope of the Agreement. Such changes may include, without limitation, revisions to Deliverables or Services.

14.5 Contractor Response to Change Request

Contractor shall respond in writing to a Change Request within 15 days of receipt, advising County of any cost and Schedule impacts. When there is a cost impact, i.e., increase or decrease in Charges or Purchase Prices, Contractor shall advise County in writing of the increase or decrease involved, including a breakdown of the number of Project Staff hours by level of Contractor and County personnel needed to effect this change.

14.6 Agreement on Change Order

The Contractor Project Manager and the County Project Manager shall negotiate in good faith and in a timely manner as to the price for amounts over the limitations specified in Exhibit A and/or Exhibit B and the impact on the Schedule of any Change Request. If the parties reach an agreement on a Change Order in writing, and authorized representatives of the parties execute the Change Order, the terms of this Agreement shall be modified accordingly. The County Project Manager may approve non-financial Change Orders or Change Orders that increase the Maximum Amount by less than ten percent (10%) in writing. However, at the time that the cumulative amount of the Change Orders exceeds ten percent (10%) of the original Maximum Amount set forth in Exhibit A as of the Effective Date, such Change Order shall be processed as a contract amendment. Contractor shall incorporate all Change Orders affecting the Services and Deliverables into applicable System Documentation, and the Project Plan shall be amended as applicable. In no event shall the Charges or Purchase Prices be increased nor shall the Schedule be extended in a Change Order to correct errors or omissions in the System. Contractor shall not be obligated to perform any additional work or incur additional expense in connection with a Change Order until the Change Order has been mutually agreed upon in writing.

14.7 Disagreement

If federal, State or County laws, rules, regulations, codes, policies or guidelines are adopted, promulgated, judicially interpreted or changed, the effect of which is to alter the ability of either party to fulfill its obligations under this Agreement, the parties will promptly negotiate in good faith appropriate modifications or alterations to the Agreement and any appropriate Change Orders for amounts over the limitations specified in Exhibit A. If County submits to Contractor a Change Request to comply

with such laws, rules, regulations, codes, policies or guidelines and if the parties are unable to reach an agreement in writing within 15 days of Contractor's response to such a Change Request, the County Project Manager may refer the Change Order to County's Project Director for discussion with the Contractor's Senior Management in accordance with the dispute resolution process under Section 13. The Contractor shall not be obligated to undertake additional work or incur additional expenses until the parties have reached a mutual agreement on the Change Order.

14.8 Termination

If Contractor fails or refuses to perform its Services pursuant to a mutually agreed upon Change Order, Contractor shall be in material breach of this Agreement, and County shall have the right to terminate the Agreement for such a breach.

14.9 Contractor Submission of Change Request

Contractor may also submit a Change Request to County to propose changes that should be made within the scope of the Agreement. Any such Change Request shall include proposed costs and Schedule impacts, including a breakdown of the number of Project Staff hours by level of Contractor and County personnel needed to effect this change. County will attempt to respond to such Change Requests from Contractor within 20 days of receipt. If the parties reach an agreement on a Change Order in writing, and authorized representatives of the Parties execute the Change Order, the terms of this Agreement shall be modified accordingly. If the parties are unable to reach an agreement in writing on a Change Request submitted by Contractor, the County Project Manager will be deemed to have rejected the requested Change Request.

15. Additional Rights and Remedies

15.1 Withholding Payments

If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations hereunder, County shall have the right to withhold any and all payments due hereunder, but only to the extent of the amount in dispute. County may withhold any and all such payments due hereunder to Contractor, without penalty or work stoppage by Contractor, until such failure to perform is cured.

15.3 Performance Standards

If the System fails to meet Performance Standards set forth in Exhibit C during the Warranty Period, Contractor shall modify, reconfigure, upgrade or replace the

Software at no additional cost to County in order to provide a System solution that complies with such Performance Standards.

15.4 Suspension for Convenience

County shall have the right at any time to order the Services of Contractor fully or partially stopped for its own convenience for up to 15 consecutive days. Contractor will receive Notice of the reasons for such an order. The Schedule shall be delayed on a day-for-day basis or longer to the extent County has issued a stop work order to Contractor and such stop work order is causing delays in completing Services in accordance with the Schedule. Contractor shall have the right to submit claims in accordance with the terms of Section 21.5 as a result of stop work orders issued under this Section.

16. Insurance

16.1 Liability and Auto Insurance

Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of California and that have a Best's rating of no less than A: VII, or that are approved by the County. Contractor shall include County, its boards, agencies, contractors, offices, employees, agents and volunteers as a named insured party in Contractor's insurance policy obtained hereunder.

If Contractor fails to buy and maintain the insurance coverage described in this Section 16, County may terminate this Agreement under Section 20.1 (Termination for Contractor's Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below. In the event the Contractor is unable to comply with the County's insurance requirements, County may, at its sole discretion and at the Contractor's expense, provide compliant coverage.

The insurance requirements set forth below are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against County or inflation. This option may be exercised during any amendment to this Agreement that results in an increase in the nature of County's risk and such changes of provision will be in effect for the term of the amended Agreement. Such change pertaining to types of

insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

16.1.1 Commercial General Liability Insurance: shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contract in Section 17 (Confidential Information) and Section 18 (Additional Indemnifications) of this Agreement with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

16.1.2 Automobile Liability Insurance: The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. The limit of liability of said policy or policies shall not be less than \$1 million per occurrence/\$2 million general aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County;

16.1.3 Employers Liability Insurance: covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

16.1.4 Crime Coverage: with a deductible not to exceed \$100,000 per single occurrence, subject to Section 16.2, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.

16.2 Extended Coverage

If the policy providing liability coverage is on a "claims made" form, the Contractor is required to maintain such coverage for a minimum of three years following expiration or termination of this Agreement, naming County as an additional insured and providing County with certificates of insurance on an annual basis. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

16.3 Worker's Compensation Coverage

Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any work incidental to the performance

of this Agreement. In the event Contractor is self-insured, it shall furnish a copy of a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 *et. seq.* during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

16.4 Subcontractors

Contractor shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

16.5 Premiums and Notice to County

Contractor or its Subcontractors shall pay premiums on all insurance policies. Such insurance policies provided for County pursuant to this Section 16 shall expressly provide therein that County be named as additional insured, and that it shall not be revoked by the insurer until thirty (30) days Notice of intended revocation thereof shall have first been given to County by such insurer. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance provided to County.

16.6 Cancellation

Contractor's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or non-renewal shall not take place or reduced in scope of coverage until five business days' written Notice has been given to County, attention Project Director, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section 16. Contractor's insurance policies shall not be reduced in scope without County's prior written consent.

16.7 Insurance Documents

Contractor shall submit to the office of the County Project Manager certificate(s) of insurance documenting the required insurance as specified in this Section 16 prior to this Agreement becoming effective, and copies of renewal certificates of all required insurance within 30 days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section 16. County shall maintain current certificate(s) of insurance at all times in the office of the County Project Manager as a

condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's Services pursuant to the Agreement, nor shall it be deemed a waiver of County's right to insurance coverage hereunder. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement by County for material breach.

16.8 Increased Coverage

County is to be notified by Contractor immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.

16.9 Subrogation

Contractor agrees to waive all rights of subrogation against County, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by Contractor under this Agreement.

16.10 Cross-Liability

All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County and shall include a severability of interests or cross-liability provision in the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

17. Confidential Information

17.1 Protection Obligations

17.1.1 Access and Protection. During the term of the Agreement, Contractor and County will have access to and become acquainted with each party's Confidential Information. Except for disclosure pursuant to Section 17.1.2, County and Contractor, and each of their officers, employees and agents, shall, subject to State laws and regulations and in accordance with this Section 17.1.1, maintain all Confidential Information of the other party in confidence and at least to the extent as it protects the confidentiality of its own proprietary information of like kind, but in no event with less than reasonable care. Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized employees,

contractors and agents requiring such information under confidentiality requirements no less restrictive than this Section 17.1.1, as authorized in writing by the other party, as otherwise specifically permitted herein, or to perform its obligations as authorized hereunder. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable federal, State and County law, regulation, codes, and this Section 17.1.1, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement. Except for disclosures pursuant to Section 17.1.2 below, each party agrees that prior to disclosing any Confidential Information of the other party to any third party, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section 17.1.1 with respect to the Confidential Information. In addition to the requirements expressly stated in this Section 17.1.1, Contractor and its Subcontractors will comply with any policy, rule, or reasonable requirement of County, the State and the federal government that relates to the safeguarding or disclosure of information relating to applicants and recipients of County's services, Contractor's operations, or the Services performed by Contractor under this Agreement.

17.1.2 Public Records. Notwithstanding the above, Contractor acknowledges that this Agreement shall be a public record under State law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor. To the extent consistent with State law, County will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view Contractor's Confidential Information, County will notify Contractor of the request and of the date that any such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, County will release the identified requested information on the date specified.

17.1.3 Security Requirements. Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which are equal to or exceed those of County and which the other party may establish from time-to-time, with respect to information and materials which come into each party's possession and to which such party gains access under this Agreement. Such information and materials include without limitation all Confidential Information.

17.2 Audit

County reserves the right to monitor, audit or investigate Contractor's use of County Confidential Information collected, used, or acquired by Contractor under this Agreement.

17.3 Return

Subject to record retention laws and to County's rights under Section 8.1, each party shall promptly return to the disclosing party, on termination or expiration, all of the disclosing party's Confidential Information, including copies thereof.

17.4 Injunctive Relief and Indemnity

17.4.1 Contractor shall immediately report to County any and all unauthorized disclosures or uses of County's Confidential Information of which it or its Project Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of County's Confidential Information to others may cause immediate and irreparable harm to County. If Contractor should publish or disclose such Confidential Information to others without authorization, County shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless County from all direct damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's failure to protect County's Confidential Information, as determined by the courts. As a condition to the foregoing indemnity obligations, County will provide Contractor with prompt notice of any claim of which County is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Contractor in connection with any such claim.

17.4.2 County will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information of which County is aware or has knowledge. County acknowledges that any publication or disclosure of Contractor's Confidential Information to others may cause immediate and irreparable harm to Contractor. If County should publish or disclose such Confidential Information to others without authorization, Contractor shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

17.5 Nondisclosure of Other County Information

The use or disclosure by Contractor of any County information not necessary for, nor directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of County.

17.6 Exceptions

The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public, provided that the party required to make such disclosure provides notice to the party whose Confidential Information is the subject of such disclosure.

17.7 Survival

The provisions of this Section shall remain in effect following the termination or expiration of this Agreement.

18. Additional Indemnifications

18.1 Intellectual Property

18.1.1 Contractor shall, at its expense, defend, indemnify, and hold harmless County and its employees, officers, directors, contractors and agents from and against any third-party claim or action against County which is based on a claim that the Contractor Software or any part thereof under this Agreement infringes a patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriates a trade secret. County shall promptly give Contractor notice of any such claim. County may participate in the defense of such action at its own expense.

18.1.2 In case the Contractor Software is in such action held to constitute an infringement or misappropriation, or the exercise of County's rights thereto is enjoined or restricted, Contractor shall, at its own expense and at its discretion: (i) contest, (ii) settle, (iii) procure for County the right to continue using the Contractor Software; or (iv) modify the Contractor Software to comply with the Specifications and to not violate any intellectual property rights. If Contractor concludes in its sole judgment that none of the foregoing options are commercially reasonable, and

County's use of the Contractor Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such action, then TriTech will return to County the Contractor Software license fee(s) paid by County under this Agreement less a prorated portion of said fee(s) for County's use of the Contractor Software (calculated by multiplying the ratio of the number of months of actual use in Live Operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against County which does not arise, wholly or in part, from the actions or omissions of County, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Contractor will indemnify County therefrom to the extent determined by the courts.

18.1.3 Notwithstanding the above, Contractor shall have no duty under this Section 18 with respect to, and County shall hold TriTech harmless from and against any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, Subcontractor Hardware or Software, or Equipment, (ii) arising out of modifications to the TriTech Software and/or Documentation not made by or under the direction of TriTech, (iii) resulting from use of the TriTech Software to practice any method or process which does not occur wholly within the TriTech Software, or (iv) resulting from modifications to the TriTech Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of County. This Section 18 states the entire obligation of Contractor regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

18.1.4 However, Contractor shall not be liable to the extent claims of misappropriation or infringement arise from Contractor's compliance with any designs, Specifications or written instructions of County and Contractor could not have avoided such claims through alternative products.

18.2 General

Contractor shall, at its expense, indemnify, defend, and hold harmless County, its employees, officers, directors, contractors and agents from and against any losses, liabilities, direct damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors, subject to the limitation of liability provisions of this Agreement. County shall promptly give Contractor notice of such claim. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of County, or its

employees, agents or contractors, Contractor's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principal of comparative fault.

19. Damages Disclaimers and Limitations

19.1 County's Disclaimer of Damages

County shall not be liable, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT for consequential, incidental, indirect, or special damages, including WITHOUT limitation lost profits and lost business opportunities.

19.2 County's Limitation of Liability

IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT, regardless of the form of action, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT.

19.3 Contractor's Limitation of Liability

Contractor will not be liable to County to the extent of any loss, damage, or liabilities:

19.3.1 Caused by the failure of County, another County agency, or a County contractor to perform in connection with this Agreement and such nonperformance prevented Contractor from performing in accordance with this Agreement; or

19.3.2 Resulting from Contractor acting prudently in accordance with instructions given by authorized representatives of County or other authorized County agencies.

19.3.3 Notwithstanding the foregoing, subject to the insurance coverage required by Section 16 of this Agreement, the total liability of Contractor for any claim or damage arising from or otherwise related to this Agreement other than for breaches of Confidentiality (as provided in Section 17.4) or infringement of intellectual property (as provided in Section 18.1), whether in contract, tort, by way of indemnification or under statute shall be limited to direct damages which shall not exceed (i) the Purchase Price paid by County under this Agreement in Exhibit A or (ii) during any term of Software Support, the Support fees paid during the period in

which the cause of action accrued, or (ii) in the case of bodily injury, personal injury or property damage for which defense and indemnity coverage is provided by Contractor's insurance carrier, the coverage limits of such insurance.

19.3.4 Except for actions for copyright, trade secret, or trademark infringement, no arbitration, action or proceeding arising out of any claimed breach of this Agreement or transaction may be brought by either party more than two (2) years after the cause of action has accrued.

19.3.5 IN NO EVENT SHALL CONTRACTOR OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CONTRACTOR HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

20. Termination

20.1 Termination for Contractor's Material Breach

If Contractor fails to cure any material breaches of this Agreement which are described in a written Notice from the County within 30 days of receipt of such Notice, or such other timeframe as may be agreed to by the County, this Agreement may be terminated immediately, by Notice from County to Contractor. The option to terminate shall be at the sole discretion of County.

20.2 Termination for Rejection of Deliverables

If Contractor is unable to correct Deficiencies in the System, as described in Section 7 of this Agreement, County shall have the right to immediately terminate this Agreement, without penalty or liability to County, with such a termination being deemed a termination due to the default of Contractor hereunder, and remove the Contractor Software in accordance with Section 20.9.1.

20.3 Termination for Conflict of Interest

County may terminate this Agreement under Section 20.1 (Termination for Contractor's Material Breach) by Notice to Contractor if County determines, after due notice and examination, that any party has violated the Political Reform Act, California Government Code §§87100-87500 and/or or any other laws regarding

ethics in public acquisitions and procurement and performance of contracts, including, but not limited to California Government Code §§1090-1098.

20.4 Termination for County's Material Breach

If County fails to pay Contractor undisputed, material Purchase Prices and Charges when due under the Agreement and fails to make such payments within 15 days of receipt of Notice from Contractor of the failure to make such payments, or such other term as may be agreed to by Contractor, Contractor may, by giving Notice to County, terminate this Agreement as of a date specified in the Notice of termination. If the County fails to cure any other material breach of this Agreement, as described in a written Notice from the Contractor within thirty days of receipt of such Notice, or such other timeframe as maybe agreed to by the Contractor, this Agreement and the TriTech licenses granted herein may be terminated immediately, by Notice from Contractor to County. Such termination shall not affect Contractor's right to receive and retain the fees, charges and expenses earned in connection with the Services and Deliverables hereunder up to the date of termination.

20.5 Termination Remedies

20.5.1 In the event of termination of this Agreement by County under Sections 20.1-20.3, County shall, in addition to its other available remedies, have the right to procure the Services and Deliverables that are the subject of this Agreement on the open market and, subject to the provisions of Section 20.3, Contractor shall be liable for direct damages, subject to the limitation of liability provisions herein.

20.5.2 If it is determined for any reason the failure to perform is not within the Contractor's control, fault, or negligence, the termination by County under Sections 20.1-21.3 shall be deemed to be a termination for convenience under Section 20.6.

20.6 Termination for Convenience

20.6.1 In addition to its other rights to terminate, County may terminate this Agreement, in whole or in part for County's convenience, by ten (10) days Notice to Contractor. Invocation of Section 20.7 (Termination for Withdrawal of Authority), or Section 20.8 (Termination for Non-allocation of Funds), shall be deemed a Termination for Convenience but will not require such ten (10) calendar days Notice.

20.6.2 During this ten (10) day period, Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on

County from such winding down and cessation of Services. If this Agreement is so terminated, County shall be liable only for payment in accordance with the terms of this Agreement for fees, charges and expenses earned in connection with the Services and Deliverables hereunder up to the effective date of termination.

20.6.3 In case of such termination for convenience, County will pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by County, amounts for Services provided up to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, and amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor, based on a demonstrable percent completed of the remaining Deliverables for which Contractor was authorized to proceed, but shall be not greater than the final Purchase Price for each Deliverable. In addition, County agrees to compensate Contractor for reasonable and necessary costs that were incurred by Contractor on this Project, as a result of County's termination for convenience, for undepreciated or unamortized software licenses, early termination of leases, and other reasonable and necessary Project-related expenses, subject to County's reasonable judgment and the availability of County, State and Federal funds and receipt of supporting documentation from Contractor.

20.7 Termination for Withdrawal of Authority

In the event that the authority of County to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, County may terminate this Agreement under Section 20.6 (Termination for Convenience), in whole or in part. This Section shall not be construed so as to permit County to terminate this Agreement in order to acquire similar Services from a third party.

20.8 Termination for Non-allocation of Funds

If funds are not allocated to continue this Agreement in any future period, County may terminate this Agreement under Section 20.6 (Termination for Convenience). County will not be obligated to pay any further Charges for Services or Purchase Prices for such future period, but County shall make payments for Services, Deliverables and Contractor's costs as provided in Section 20.6.3, subject to County's availability of funding therefore. County agrees to notify Contractor of such non-allocation at the earliest reasonable time. No penalty shall accrue to County in the event this Section shall be exercised.

20.9 Termination Procedure

20.9.1 Upon termination of this Agreement, County, in addition to any other rights provided in this Agreement, may require Contractor to destroy or deliver to County any Property, including but not limited to Deliverables, excluding Contractor's Software and Data. Upon termination of this Agreement, the Contractor Software licenses granted herein shall terminate. County shall permanently remove and destroy all copies of the Contractor Software from its computer system, media, or other locations, destroy all copies of the Contractor Documentation and associated materials and certify to Contractor in writing that County has performed said actions and has not retained or permitted others to retain any such copies whether on a computer system or Server, hard copy or CD-ROM, magnetic or other media, backup or archival copies, or otherwise.

20.9.2 After receipt of a Notice of termination, and except as otherwise directed by County, Contractor shall:

20.9.2.1 Stop work under this Agreement on the date specified in the Notice;

20.9.2.2 Place no further orders or subcontracts for materials, Services;

20.9.2.3 As soon as practicable, but in no event longer than 15 days after termination, give County Notice of its intent to terminate its orders and subcontracts related to the Project, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts;

20.9.2.4 Take such reasonable action as may be necessary, or as the County Project Director may direct, for the protection and preservation of the Property related to this Agreement that is in the possession of Contractor and in which County has an interest;

20.9.2.5 Transfer title to County and deliver in the manner, at the times, and to the extent directed by the County Project Director, any Property which is required to be furnished to County and which has been accepted or requested by County, exclusive of the Contractor Software or other Intellectual Property to which right and title is owned by Contractor or a third party; and

20.9.2.6 Provide written certification to County that Contractor has, as applicable destroyed or surrendered to County all such Property.

21. General Conditions

21.1 Anti-Trust Violations

Contractor and County recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by County. Therefore, Contractor hereby assigns to County any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to County resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Purchase Prices and Changes under this Agreement.

21.2 Assignment

Contractor may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the County Project Director, provided that any permitted assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to County that may arise from any breach of the provisions of this Agreement or warranties made herein including but not limited to, rights of setoff. County may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the County and may delegate its duties in whole or in part without the consent of Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns. A merger or acquisition of all or substantially all of Contractor's assets shall not be considered an assignment hereunder.

21.3 Authority

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

21.4 Binding Effect

Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

21.5 Claims

Contractor must submit claims against County within the earlier of one year from the date upon which Contractor knew of the existence of the claim or one year from expiration or termination of the Agreement. No claims shall be allowed unless

Notice of such claim has been given within the above-described time period. Contractor must submit such claims to the County Project Manager or his or her designee in the form and with the certification prescribed by the County Project Manager or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred. Submission of such claims against County shall be, except as provided in Sections 17.4.2 and 20.4, Contractor's sole and exclusive remedy in the event that County breaches this Agreement.

21.6 Compliance With Civil Rights Laws

21.6.1 No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Contract because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief.

21.6.2 During the performance of this Contract, Contractor shall comply with all federal, State and County nondiscrimination laws, including but not limited to:

Title VII of the Civil Rights Act, 42 U.S.C. § 12101, et seq.; the Americans with Disabilities Act (ADA); and the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 7285.0, et seq.); and Article XIII, Chapter 2 of the Santa Barbara County Code. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part under Section 20.1 (Termination for Material Breach), and Contractor may be declared ineligible for further contracts with County. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Contract, Contractor may be subject to penalties under federal and state law.

21.6.3 Contractor shall promptly notify the Equal Opportunity Office of County of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Equal Opportunity Office will notify the Director, Directorate of Civil Rights, Office of the Assistant Secretary for Administration and Management, U.S. County of Labor.

21.7 Conflicts Between Documents; Order of Precedence

In the event that there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply:

- 21.7.1** Applicable federal and State laws, regulations and policies;
- 21.7.2** The terms and conditions in the body of this Agreement;
- 21.7.3** Change Orders;
- 21.7.4** Exhibit A (System Costs);
- 21.7.5** Exhibit B (Payment Schedule);
- 21.7.6** Exhibit C (Performance Standards);
- 21.7.7** Exhibit D County Approved ATP(s)
- 21.7.8** Exhibit E The Specifications (except as otherwise listed in this Section);
 - 1) TriTech's Response to the Functional Requirements Document
 - 2) Interface Requirements Document(s), approved by County
 - 3) Operational Scenario Document (if applicable)
- 21.7.9** Exhibit F (Statement of Work);
 - Schedule A Initial Project Plan
 - Schedule B Site Preparation and Support
 - Connectivity Guide
- 21.7.10** Exhibit G (Equipment and Software Configuration);
 - 1) Equipment Specifications
 - 2) Platform Planning Document 2005
 - 3) Example Mobile Configuration Worksheet
- 21.7.11** Exhibit H (Project Staff);
- 21.7.12** Exhibit I (System Support and Maintenance)
- 21.7.14** Exhibit J (Escrow Agreement)
- 21.7.15** Other Deliverables

21.8 Counterparts

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party for all purposes.

21.9 Covenant Against Contingent Fees

21.9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide brokerage, established commercial or selling agency of Contractor.

21.9.2 In the event of breach of this Section by Contractor, County shall have the right to either annul this Agreement without liability to County, or, in County's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

21.10 Cooperation of Parties

The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

21.11 Debarment and Suspension

Contractor certifies to County that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

21.12 Entire Agreement; Acknowledgement of Understanding

County and Contractor acknowledge that they have read the Agreement and the attached Exhibits which are incorporated herein by this reference, understand them and agree to be bound by their terms and conditions. Further, County and Contractor agree that the Agreement, Exhibits, Specifications, Project Plan, and any approved Change Orders are the complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement and supersede all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Agreement.

21.13 Force Majeure

Neither Contractor nor County shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters. An event of Force Majeure affecting the timely performance of either party may result in a change to the Project Schedule. In such event the parties agree to amend the Project Plan accordingly.

21.14 Governing Law

This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the State of California, said statute will not govern any aspect of this Agreement or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. The exclusive jurisdiction and venue of any action hereunder shall be in the State courts of Santa Barbara County, California. Contractor accepts the personal jurisdiction of such courts.

21.15 Headings

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

21.16 Independent Status of Contractor

The parties hereto, in the performance of this Agreement, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit that would accrue to an employee under applicable California law.

21.17 Legal and Regulatory Compliance

The Services and System shall comply with all applicable federal, State, and County laws, regulations, codes, standards and ordinances during the term of this

Agreement. In the event that any Services performed or the System provided by Contractor are subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, it shall be the sole responsibility of Contractor to bring the Services and System into compliance at no additional cost to County.

21.18 Licensing Standards

Contractor shall comply with all applicable County, State, and federal licensing requirements and standards necessary in the performance of this Agreement (e.g. Business License, operating permits).

21.19 Lobbying Activities

Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

21.20 Modifications and Amendments

21.20.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and County.

21.20.2 Only the purchasing agent(s) authorized by County Project Director or authorized delegate by writing (with the delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of County. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by the purchasing agent(s) authorized by County Project Director or authorized delegate in writing as aforesaid and Contractor, unless otherwise provided herein.

21.20.3 Contractor shall notify County of the names of individuals who have authority to bind Contractor to modifications to the Agreement and of the limits of such authority at the time Contractor executes this Agreement and at such other times as required.

21.21 Non-waiver

Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by either party for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. Both parties

agree that either party's pursuit nor non-pursuit of a remedy under this Agreement for breach by the other party of its obligations will neither constitute a waiver of any such remedies or any other remedy that a party may have at law or equity for any other occurrence of the same or similar breach, nor estop either party from pursuing such remedy.

21.22 Notice of Delay

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five working days, give notice thereof, including all relevant information with respect thereto, to the other party.

21.23 Notices

21.23.1 Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax number, and email addresses set forth below:

County: Lieutenant Laz Salinas
Public Safety Dispatch, Sheriff's Dept.
4434 Calle Real
Santa Barbara, CA 93110
Mailing address:
P.O. Box 6427
Santa Barbara, CA 93160
Facsimile: (805) 692-5720
E-mail: LJS2127@sbsheriff.org

Contractor: TriTech Software Systems
Attn: Chris Maloney, President
9860 Mesa Rim Road
San Diego, CA 92121
Facsimile: (858) 799-7011
E-mail: chris.maloney@tritech.com

21.23.2 Notices shall be effective upon receipt or four business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

21.24 Publicity

The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's Services by County and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the County Project Director all advertising, sales promotion, and other publicity matters relating to this Agreement wherein County's name is mentioned or language used from which the connection of County's name therewith may, in County's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of County. Contractor shall not in any way contract on behalf of or in the name of County. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of County. Nothing in this paragraph shall preclude Contractor from publicly announcing the award or execution of this Agreement.

21.25 Remedies

Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

21.26 Severability

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

21.27 Sovereign Immunity

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by County of any immunities from suit or from liability that County may have by operation of law.

21.28 Subcontractors

21.28.1 Contractor may, with prior written permission from the County Project Manager, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. Subject to the other provisions of this Section 21.28, County expressly consents to Contractor's use of the Subcontractors designated in its Statement of Work for the provision of Services specified in the Statement of Work. Any such approval may be rescinded in County's sole discretion.

21.28.2 Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to County for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts will be made in writing and copies provided to County upon request. County has the right to refuse reimbursement for obligations incurred under any subcontract that do not comply with the terms and conditions of this Agreement. Prior to Acceptance, should any Subcontractor hereunder be in default, through no fault of the County or its agents, a third party, or an event of Force Majeure, Contractor shall either continue to perform the duties of the Subcontractor to fulfill the obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution. Provided, however, that in no event will Contractor's responsibility exceed the price for such Subcontractor's portion of the Purchase Price.

21.28.3 For purposes of this Agreement, Contractor agrees to indemnify, defend, and hold County harmless from and against any and all claims, actions, losses, liabilities, direct damages, costs and expenses (including reasonable attorney fees) arising out of or related to negligent acts or omissions of Contractor's Subcontractors, their agents, or employees, subject to the limitation of liability provisions herein. At County's request, Contractor shall forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts.

21.28.4 For any Subcontractor, Contractor shall:

21.28.4.1 Be responsible for Subcontractor compliance with the Agreement and the subcontract terms and conditions; and

21.28.4.2 Ensure that the Subcontractor follows County's reporting formats and procedures as specified by County.

21.28.4.3 Include in the Subcontractor's subcontract substantially similar terms as are provided in Sections 4.6, 16, 17, 18 and 21.6 of this Agreement.

21.28.5 Upon expiration or termination of this Agreement for any reason, County will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with County.

21.29 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Deliverables or Services provided pursuant to this Agreement is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

21.30 Survival

All Services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Price discounts and rates set forth in Exhibit A will remain in effect for the period(s) noted therein, all other pricing will remain in effect until Go Live of the System. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of Sections 4.6 (Records Retention and Access Requirements), Section 4.7 (Accounting Requirements), Section 7.5 (Source Code), Section 8 (Licenses), Section 9 (Ownership), Section 11.1.2 (Y2K Warranty), Section 17 (Confidential Information), Section 18 (Additional Indemnifications), and Section 19 (Damages Disclaimers and Limitations) shall survive the termination of this Agreement.

21.31 UCC Applicability

Except to the extent the sections of this Agreement are clearly inconsistent, the Uniform Commercial Code shall govern this Agreement. To the extent this

Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity. In the event of any clear inconsistency or contradiction between this Agreement and the Uniform Commercial Code, the terms and conditions of this Agreement shall take precedence and shall prevail unless otherwise provided by law.

21.32 Waiver

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

The parties hereto, having read this Agreement in its entirety, including all attachments hereto do agree thereto in each and every particular.

A-25

IN WITNESS WHEREOF, the parties have set their hands hereunto as of the Effective Date.

COUNTY OF SANTA BARBARA

By: Joni Gray
Chair, Board of Supervisors

Date: 6/27/00

CONTRACTOR

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: [Signature]
Deputy

By: [Signature]
Christopher D. Maloney
President and CEO
TriTech Software Systems
Tax Id No. 95-3871079

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: Celeste E. Andersen
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy

APPROVED AS TO FORM:
SHERIFF'S DEPARTMENT
SHERIFF JIM ANDERSON

By: [Signature]

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: [Signature]

**AMENDMENT NUMBER 1 TO
SYSTEM AGREEMENT
BETWEEN
SANTA BARBARA COUNTY
AND
TRITECH SOFTWARE SYSTEMS**

This Amendment Number 1 (this "Amendment") to the System Agreement between Santa Barbara County and TriTech Software Systems (the "Agreement"), dated 27 June 2006 is effective as of the last date of signature below, and constitutes a part of the Agreement as if originally set forth at length therein. Except as amended herein, the terms and conditions of the Agreement remain in full force and effect. If any inconsistency or ambiguity exists between this Amendment and the Agreement, the terms of this Amendment shall control.

Exhibit B, Payment Milestones

The reference to 5 years of pre-paid TriTech Support & Maintenance fees of \$675,000 to be invoiced July 1, 2007 is hereby deleted and replaced with the following:

"Paid TriTech Support & Maintenance fees will begin twelve (12) months from the date of Go Live. Support fees will be based on the TriTech Software licenses stated in Exhibit A of this Agreement, as may be adjusted to include any amendments or Change Orders thereto adding or deleting TriTech Software licenses. The initial annual support fees will be calculated at 22% of the value of the VisiCAD, Interfaces and VisiNet Mobile software licenses.

A change in the number of TriTech Software licenses purchased will result in a change in the support fees."

Exhibit I, System Support and Maintenance

Section 1.0, Term, paragraph 1.1, and Section 2.0 Support Fee(s), paragraphs 2.1 and 2.2 are hereby amended as follows:

1.0 Term

"1.1 The initial twelve (12) month period of Software Support services provided under this Exhibit I shall begin at Go Live for the CAD System. Support fees for this initial twelve (12) month period have been included in the Purchase Price. Paid Software Support will begin upon expiration of the initial twelve (12) month term. Software Support for subsequent annual terms shall be subject to renewal of the Software Support terms of this Agreement, or entering a new Software Support Agreement, and payment of the renewal Software Support fees. On or before the expiration of the then current support period, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Notice for signature which shall be acceptable to both parties. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to County.

2.0 Support fee(s)

2.1 Software Support fee(s) to be paid by County for the first annual period of paid support under this Exhibit I shall be the amount specified in Exhibit A hereto, payable without deduction or offset pursuant to Contractor's invoices, which shall be due and payable on receipt.

2.2 Contractor shall use its best efforts to notify County sixty (60) days prior to the end of a support term of the Software Support fees for the next succeeding annual term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term (subject to appropriation of funds). County support fees shall be subject to increase on an annual basis at a rate equal to the current Consumer Price Index for all Urban Consumers ("CPI-U") – All Items, Los Angeles-Riverside-Orange County, CA (1982-84 = 100), or 5%, whichever is less (e.g., an initial annual support fee of \$100,000, would be calculated for the following year as $\$100,000 \times 5\% = \$5,000 + 100,000 =$ new annual fee of \$105,000). Additional licenses purchased by the County during any annual support period will result in additional support fees which shall be prorated to be coterminous with the County's then current support period."

IN WITNESS WHEREOF, the parties have set their hands hereunto as of the Effective Date.

COUNTY OF SANTA BARBARA

TRITECH SOFTWARE SYSTEMS



Accepted By (Signature)

Accepted By (Signature)

Samuel D. Gross, Jr.

Christopher D. Maloney

Printed Name

Printed Name

Commander, Administrative Services
Title

President
Title

July 2, 2007

June 29, 2007

Date

Date

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 6/14/06
Department Name: Sheriff
Department No.: 032
Agenda Date: 6/27/06
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

2006 JUN 16 PM 2:28
COUNTY OF SANTA BARBARA
CLERK OF THE
BOARD OF SUPERVISORS

TO: Board of Supervisors
FROM: Sheriff Jim Anderson
Sheriff's Department *J. Salinas vls*
STAFF CONTACT: Lt. Laz Salinas
Sheriff's Department 692 5732
SUBJECT: Execute an Agreement to purchase a Computer Aided Dispatch System from TriTech Software Systems

Recommendation(s):

That the Board of Supervisors:

Execute an agreement with TriTech Software Systems of San Diego (not a local vendor), to purchase a Computer Aided Dispatch and Mobile software system for installation in the County Public Safety Dispatch Center, Sheriff Patrol vehicles, County Fire ambulances and AMR ambulances. The cost of software, installation and training on the system is not to exceed \$1,175,000.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with Goal No. 2. A Safe and Healthy Community in Which to Live, Work, and Visit.

Executive Summary and Discussion:

The Santa Barbara Sheriff's Department currently operates the County of Santa Barbara's Public Safety Dispatch Center (Dispatch) which is the Public Safety Answering Point (PSAP) for 911 calls for the unincorporated areas of the county as well as the Contract Cities of Carpinteria, Goleta, Buellton, and Solvang. The Center dispatches Law Enforcement, Fire and Emergency Medical Services for multiple stakeholders utilizing a Tiburon Computer Aided Dispatch (CAD). The Tiburon CAD was installed in 1999 and does not have a latitude/longitude mapping configuration to support locating cellular telephone 9-1-1 calls. A CAD system needs to translate the longitude and latitude axis into geographical locations as required by the Federal Communications Commission. Dispatch began accepting cellular 9-1-1 calls from the public in March 2006, and needs a CAD system capable of meeting this requirement.

January 2005 The County of Santa Barbara and American Medical Response (AMR) entered into a multi-year contract for ambulance service. Within section 4.2 of the ambulance contract language, American Medical Response is providing 33% of the funding for a TriTech CAD Dispatch. Through the ambulance contract, the CAD in our Center must use a Systems Status Management (SSM) module to recommend ambulance resources located throughout the county. This module allows American Medical Response to evenly distribute ambulances throughout the County so they can reduce response time in compliance with the contract's agreed upon performance measures, thereby assisting the public and saving lives. The current Tiburon CAD has not been able to meet this requirement. In the ambulance contract, AMR is also responsible for installing Mobile Display Computers (MDC) in each ambulance to receive data from the Center. In addition, County Fire is responsible for installing MDC's into transport ambulances operated by County Fire personnel.

The Sheriff's Department must replace the hardware that will support the new TriTech CAD. The Department will use a public cellular provider to transmit data between the TriTech CAD and the mobile software running in Public Safety vehicles. A preliminary estimate for the hardware and for cellular data transfer is included in this Board Letter. A contract for the hardware and a contract for cellular equipment and service will be forwarded to the Board for approval once final costs and vendors are selected.

Mandates and Service Levels:

The wireless E911 program is divided into two parts - Phase I and Phase II. Phase I requires carriers, upon appropriate request by a local Public Safety Answering Point (PSAP), to report the telephone number of a wireless 911 caller and the location of the antenna that received the call. Phase II requires wireless carriers to provide far more precise location information, within 50 to 300 meters in most cases.

In March 2005, The Sheriff's Department received Board approval to select TriTech as the sole source vendor for the CAD and Mobile application Software.

Fiscal and Facilities Impacts:

The cost of this contract with TriTech Software Systems for the Computer-Aided Dispatch system is \$1,175,000. In addition to this contract, funds are being used for a consultant to assist in the drafting of the agreement with TriTech (\$85,368), additional computer hardware to support the system, estimated at \$180,000, and a cellular data network that will be needed to connect the mobile units to the Computer-Aided Dispatch system. This "data backbone" will cost \$85,000 for hardware and set-up. Total project costs including a contingency of \$113,362 are expected to be \$1,639,000.

Funding for \$1,106,000 of this project is in the Sheriff's Department Reserves and Designations, project number 2466. The remaining \$533,000 has been committed by the Fire Department to be paid by the end of calendar year 2006.

The Montecito Fire and Carpinteria Summerland Fire Districts will also utilize the new TriTech CAD and Mobile system and these agencies contribution toward the purchase and maintenance of the system will be determined through future negotiations.

Special Instructions:

Clerk of the Board: Please return two original copies of the executed document plus a Minute order to the Sheriff's Department, attention: Lieutenant Laz Salinas.

Concurrence:

County Counsel
Risk Management
Auditor-Controller
Fire Department

Contract Summary Form:

Contract Number: PC-06-127

D1. Fiscal Year.....: FY 05/06
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's)(0001/032/2046) :
 D3. Requisition Number.....:
 D4. Department Name.....: Santa Barbara County Sheriff's Department
 D5. Contact Person.....: Lt. Laz Salinas
 D6. Phone.....: 805 692-5732

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose: Purchase Computer Aided Dispatch Software
 K3. Original Contract Amount.....: \$1,175,000
 K4. Contract Begin Date.....: June, 28th, 2006
 K5. Original Contract End Date.....: April, 15th, 2007
 K6. Amendment History (leave blank if no prior amendments):

Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate Purpose (2-4 words)

\$ \$ \$

K7. Department Project Number.....:

B1. Is this a Board Contract? (Yes/No).....: Yes
 B2. Number of Workers Displaced (if any).....: None
 B3. Number of Competitive Bids (if any).....: Sole Source
 B4. Lowest Bid Amount (if bid).....: \$N/A
 B5. If Board waived bids, show Agenda Date.....: 4/12/05
 B6. ... and Agenda Item Number.....: #05-00395
 B7. Boilerplate Contract Text Unaffected? *No, New contract*

F1. Encumbrance Transaction Code.....: 1701
 F2. Current Year Encumbrance Amount.....: \$
 F3. Fund Number.....: 0030
 F4. Department Number.....: 032
 F5. Division Number (if applicable).....:
 F6. Account Number.....: 8300
 F7. Cost Center number (if applicable).....:
 F8. Payment Terms.....: See contract milestone payments Exhibit B

V1. Vendor Numbers (A=auditor; P=purchasing).....:
 V2. Payee/Contractor Name.....: TriTech Software Systems
 V3. Mailing Address.....: 9860 Mesa Rim Road,
 V4. City State (two-letter) Zip (include +4 if known) : San Diego CA, 92121
 V5. Telephone Number.....: (859) 799-7000
 V6. Contractor's Federal Tax ID Number (EIN or SSN) :95-387-1079
 V7. Contact Person.....: Roxanne Lerner
 V8. Workers Comp Insurance Expiration Date.....: 7/18/06
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl)5/01/07 :
 V10. Professional License Number.....: #N/A
 V11. Verified by (name of County staff).....:
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....:



**County of Santa Barbara
BOARD OF SUPERVISORS**

Minute Order

June 27, 2006

Present: Supervisor Carbajal, Supervisor Firestone, Supervisor Gray and

Supervisor Centeno

Absent: Supervisor Rose

SHERIFF

File Reference No. 06-00593

RE: Authorize the Chair to execute an agreement with TriTech Software Systems of San Diego (not a local vendor), to purchase a Computer Aided Dispatch and Mobile software system for installation in the County Public Safety Dispatch Center, Sheriff Patrol vehicles, County Fire ambulances and AMR ambulances. The cost of software, installation and training on the system is not to exceed \$1,175,000.

A motion was made by Supervisor Firestone, seconded by Supervisor Centeno, that this matter be Approved; Chair to Execute. The motion carried by the following vote:

Ayes: 4 - Supervisor Carbajal, Supervisor Firestone, Supervisor Gray and Supervisor Centeno

Absent: 1 - Supervisor Rose

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (See Specific Instructions on page 2.)
TRITECH SOFTWARE SYSTEMS

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)
9860 MESA RIM ROAD

City, state, and ZIP code
SAN DIEGO, CA 92121

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
+
or
Employer identification number
95-38711079

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

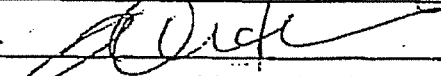
List account number(s) here (optional)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here **Signature of U.S. person**  **Date** 7/12/06

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

If a requester gives you a form other than W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.