

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.44
(ID # 15447)

MEETING DATE:

Tuesday, June 29, 2021

FROM: FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT – Approval of Amendment No. 1 to the Master Maintenance Agreement and Software Maintenance Sub-Agreement between the County of Riverside and Peraton Inc. for the purchase of Computer Aided Dispatch (CAD) Enhancement and Annual Licensing & Maintenance Service without seeking competitive bids for up to five (5) additional years; Consent to Assignment to Peraton Inc, All Districts. [Total Cost \$884,373 - General Fund 20%, Structural Fire Taxes & Prop 172 34%, & Contract Reimbursements 46%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approval of Amendment No. 1 to the Master Maintenance Agreement and Software Maintenance Sub-Agreement ("Agreement") between the County of Riverside and Peraton Inc. for the purchase of Computer Aided Dispatch (CAD) Enhancement and Annual Licensing & Maintenance Service without seeking competitive bids for an amount of \$129,101 with the option to renew for five additional one-year periods for a total of \$884,373 through December 31, 2026 and to consent to the assignment of the Agreement from Northrop Grumman Systems Corporation to Peraton Inc.;
2. Authorize the Chair of the Board to sign the Amendment no. 1 on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No, 459, based upon availability of fiscal funding and as approved as to form by County Counsel to: sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement.


ACTION:


Bill Weiser, Fire Department Chief 6/3/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 29, 2021
xc: FIRE

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 129,101	\$ 136,685	\$ 884,373	\$ N/A
NET COUNTY COST	\$ 25,820	\$ 27,337	\$ 176,874	\$ N/A
SOURCE OF FUNDS: General Fund - 20%, Structural Fire Taxes & Prop 172 - 34% & Contract Revenue – 46%			Budget Adjustment: N/A	
			For Fiscal Year: 20/21–26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Fire Department utilizes the Peraton Inc. (formerly Northrop Grumman Systems Corporation) Altaris Computer Aided Dispatch (CAD) system as provided under the contract for fire protection services with the California Department of Forestry and Fire Protection (CALFire) to dispatch emergency calls. The Altaris CAD system is a proprietary product of Peraton Inc. All enhancements and license maintenance are owned and controlled by Peraton Inc. and is not for sale to any third-party vendors or re-sellers at this time.

On March 7, 2017, Agenda #3.45; the Fire Department received approval for the Master Maintenance Agreement and Software Maintenance Sub-Agreement (the "Agreement") for CAD enhancements licensing and maintenance with Northrop Grumman Corporation without seeking competitive bids. Northrop Grumman Systems Corporation recently assigned this Agreement to Peraton Inc.

The Department is requesting to purchase the additional enhancement of CAD to CAD and continue its licensing and maintenance in the Master Maintenance Agreement and Software Maintenance Sub-Agreement. The CAD to CAD Gateway enhancement will allow an interface to the Inland Empire CAD interoperability project. This feature enhancement will enable data to be shared between Computer Aided Dispatch systems throughout Riverside and San Bernardino County (CONFIRE). The CAD to CAD interface between cooperators increases the efficiency of communications by minimizing the need for verbal communication between dispatchers. This electronic means of transmitting call data reduces the time required to enter call information manually. In addition, this Amendment No. 1 will provide the County five one-year options to renew this Agreement by written amendment and to consent to the assignment of the Agreement from Northrop Grumman Systems Corporation to Peraton Inc.

The licensing and maintenance include CommandPoint Automated Vehicle Location System (AVL), the CommandPoint Automated Mobile System (Mobile), an electronic patient care reporting system (ImageTrend), and a CAD to CAD enhancement. The Mobile, CAD to CAD, and AVL enhancements to the Altaris CAD system will decrease the response and reaction time of fire personnel to emergency calls for assistance.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Due to the County's Cooperative Fire Protection Agreement with CALFire, and in order to realize efficiencies and cost savings, the Fire Department must utilize the software from Peraton Inc. for all CAD enhancements.

Impact on Residents and Businesses

The modification and enhancements to the CAD system decreases the response and reaction time of Fire Department personnel to emergency calls for assistance. Therefore, the citizens and business within the County of Riverside receive a direct benefit from the system modifications and enhancements.

SUPPLEMENTAL:

Additional Fiscal Information

The CAD to CAD enhancement I is a one-time purchase of \$129,101 and is included in the FY 20/21 budget. The annual licensing and maintenance service for all the CAD enhancements totals \$136,685 in FY 21/22, \$143,519 in FY 22/23, \$150,696 in FY 23/24, \$158,230 in FY 24/25 and \$166,142 in FY 25/26; with a total cost of \$884,343. All costs are budgeted in the current fiscal year and will be budgeted in all future budget proposals for the Department. Per Board Policy No. H-11, the Department has received approval from the County Technology Standards and Oversight Committee.

Contract History and Price Reasonableness

Peraton Inc. hardware and software application was installed in July 2004 and became the primary CAD in April 2005. On March 11, 2006, Agenda #3.14; the Department purchased an interface enhancement of one-way communications between CAD and GeoSpatial Technologies GST Mapper mobile mapping application. On March 17, 2009, Agenda #3.32; the Department purchased an additional enhancement that enabled the CAD system to alert emergency response personnel at fire stations. On May 5, 2009, Agenda #3.11; the Department purchased CommandPoint Mobile and Automated Vehicle Location System enhancements. In June 2016, the Department purchased Electronic Patient Care Reporting enhancements. On January 7, 2017, the Board of Supervisors approved the current Master Maintenance Agreement.

EXHIBIT "A"

Amended Period No. 5 – July 1, 2021 to December 31, 2021 to add:

CAD to CAD Gateway Implementation:

CAD to CAD Gateway Implementation, consisting of a link to CAL FIRE Riverside Unit (RRUU) Altaris™ CAD System to Consolidated Fire (CONFIRE) CAD System through CentralSquare Technologies Tellus HUB.

Total Cost: \$129,101

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Master Maintenance Price and Payment Schedule:

Period No. 6 – January 1, 2022 to December 31, 2022

PERATON Software Maintenance:

AVL	\$59,863.00
Mobile	\$52,440.00
Image Trend Interface	\$ 6,382.00
CAD to CAD	<u>\$15,000.00</u>
Total Due, Period No. 1	\$136,685.00

Period No. 7 – January 1, 2023 to December 31, 2023

PERATON Software Maintenance:

AVL	\$62,856.00
Mobile	\$58,212.00
Image Trend Interface	\$ 6,701.00
CAD to CAD	<u>\$15,720.00</u>
Total Due, Period No. 2	\$143,519.00

Period No. 8 – January 1, 2024 to December 31, 2024

PERATON Software Maintenance:

AVL	\$65,999.00
Mobile	\$61,123.00
Image Trend Interface	\$ 7,036.00
CAD to CAD	<u>\$16,538.00</u>
Total Due, Period No. 3	\$150,696.00

Period No. 9 – January 1, 2025 to December 31, 2025

PERATON Software Maintenance:

AVL	\$69,999.00
Mobile	\$61,123.00
Image Trend Interface	\$ 7,388.00
CAD to CAD	<u>\$17,364.00</u>
Total Due, Period No. 4	\$158,230.00

Period No. 10 – January 1, 2026 to December 31, 2026

PERATON Software Maintenance:

AVL	\$72,763.00
Mobile	\$67,388.00
Image Trend Interface	\$ 7,757.00
CAD to CAD	<u>\$18,233.00</u>
Total Due, Period No. 5	\$166,142.00

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Cheryl Williams

6/23/2021



Suzanna Hockley, Assistant Director of Purchasing and Fleet Service

6/4/2021


Gregory L. Priamos, Director County Counsel

6/23/2021



CAL FIRE - RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT

Item #15447

BILL WEISER - FIRE CHIEF

210 WEST SAN JACINTO AVENUE, PERRIS, CA 92570-1915
BUS: (951) 940-6900 FAX: (951) 940-6373 WWW.RVCFIRE.ORG

PROUDLY SERVING THE
UNINCORPORATED AREAS
OF RIVERSIDE COUNTY
AND THE CITIES OF:

BANNING
BEAUMONT
CANYON LAKE
COACHELLA
DESERT HOT SPRINGS
EASTVALE
INDIAN WELLS
INDIO
JURUPA VALLEY
LAKE ELSINORE
LA QUINTA
MENIFEE
MORENO VALLEY
NORCO
PALM DESERT
PERRIS
RANCHO MIRAGE
RUBIDOUX CSD
SAN JACINTO
TEMECULA
WILDOMAR

BOARD OF
SUPERVISORS:

KEVIN JEFFRIES
DISTRICT 1

KAREN SPIEGEL
DISTRICT 2

CHARLES WASHINGTON
DISTRICT 3

V. MANUEL PEREZ
DISTRICT 4

JEFF HEWITT
DISTRICT 5

Date: May 27, 2021

From: Diane Sinclair, Deputy Director

To: Board of Supervisors/Purchasing Agent

Via: Fire Department, Purchasing Section

Subject: Amendment to Sole Source Procurement; Software Enhancements
and Licensing & Maintenance with Peraton, Inc.

The below information is provided in support of my Department requesting approval
for a sole or single source.

1. **Supplier being requested:** Peraton, Inc. (formerly Northrop Grumman)

2. **Vendor ID:** 1000258717 (formerly 242313)

3. ☐ **Single Source** ☒ **Sole Source**
(Single Source - is a purchase of a commodity or service without obtaining
competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no
other vendor is qualified or willing to meet the county specified requirements)

4. **Have you previously requested and received approval for a sole or single
source request for this vendor for your department? (If yes, please provide
the approved sole or single source number).**

☒ **Yes** ☐ **No**
SSJ# 17-182

4a. **Was the request approved for a different project?**

☐ **Yes** ☒ **No**

5. **Supply/Service being requested:**

(If this request is for professional services, attach the service agreement to this
sole source request. The Purchasing Agent, or designee, is the signing authority
for agreements unless the service is exempted by Ordinance 459, Board
delegated authority or by State law. All insurance requirements must be met prior
to work commencement. See the Risk Management website for vendor insurance
requirements.)

Amend Peraton, Inc. (Peraton) Master Maintenance Agreement to add the immediate purchase of a CAD to CAD software enhancement to the Altaris Computer Aided Dispatch (CAD) system and extend the annual licensing and maintenance on all CAD enhancements from the current end date of December 31, 2021; this would include the CommandPoint Automated Vehicle Location System (AVL), CommandPoint Mobile System (Mobile), electronic patient care reporting system (Image Trend Interface) and a CAD to CAD enhancements; for one year, with the option to renew for four additional one-year periods (January 1, 2022 through December 31, 2026).

6. **Unique features of the supply/service being requested from this supplier.** *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

Currently County Fire, under contract with CALFire, utilizes the Peraton, Altaris CAD system in our Emergency Command Center for dispatching. This CAD system is a proprietary program of Peraton and there are no other vendors who can provide enhancements, enhancement's licensing, maintenance, and service.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The Peraton CAD system is being utilized throughout CALFire along with the County of Riverside Fire Department. Maintaining licensing and maintenance services annually of this system's enhancements ensures the continued use of those enhancements. The enhancements to the CAD system decrease the response and reaction time of Fire Department personnel to emergency calls for assistance. The CAD to CAD enhancement provides an interface between cooperators and increases the efficiency of communications by minimizing the need for verbal communication between dispatchers. Therefore, the citizens and business within the County of Riverside receive a direct benefit from the system modifications and enhancements.

8. **Period of Performance:**
(total number of years)

From: June 1, 2021 to December 2026

Is this an annually renewable contract?

No

☐ X Yes

Is this a fixed-term agreement:

X No

Yes

☐

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY20/21	FY_21/22	FY_22/23	FY_23/24	FY_24/25	FY_25/26	Total
One-time Costs:							
CAD to CAD Enhancement	\$129,101						\$129,101
Ongoing Costs:							
Software Licensing & Maintenance		\$136,685	\$143,519	\$150,696	\$158,230	\$166,142	\$755,272
Total Costs	\$129,101	\$136,685	\$143,519	\$150,696	\$158,230	\$166,142	\$884,373

Note: Insert additional rows as needed

10. **Price Reasonableness:** (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

Pricing for the annual licensing and maintenance service for the CAD system is maintained by CALFire through its contract with Peraton. Due to our Cooperative Fire Protection Agreement with CALFire, we must utilize Peraton for all CAD enhancements. By contracting directly with Peraton, the State Admin fee is eliminated. The cost is for a single license that covers the entire Department's use.

11. **Projected Board of Supervisor Date (if applicable):** June 22, 2021
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)


Department Head Signature
(or designee)

Diane Sinclair
Print Name

5/27/21
Date

Memo

To: Cynthia Williams
From: Gary Fourney
Date: 06/29/2021
Subject: Delegation of Authority/Signature Authority

In accordance with Peraton Inc. Contract Department Policy CTR-007 (Signature Authority), as a Principal Contract Administrator, Level CA 3, Grade 9, you are authorized to execute documents on behalf of or obligate Peraton under contractual agreements.

Your signature authority is limited to <\$500K for Firm Fixed Price and <\$2M for Price level of effort/cost/T&M.

As the Contracts Director of the Global Health & Financial Solutions Sector of Peraton Inc., a Maryland corporation (the "Corporation"), and pursuant to the delegation of authority granted or authorized by my Delegation of Authority in accordance with Peraton Inc. Contract Department Policy CTR-007 (Signature Authority), with the authority to sub-delegate, as appropriate, I hereby authorize the following effective as of the date hereof (hereinafter referred to as this "Delegation").

GENERAL AUTHORIZATION AND RATIFICATION

The Authorized Delegates and any of their respective designees hereby be, and each acting singly hereby is, authorized and directed to take any and all actions, and to execute and deliver any and all documents, agreements, certificates and instruments, and any amendments or modifications thereto, on behalf of the Corporation, as they or any of them deem necessary or appropriate in order to carry out the purposes and intent of, and to consummate any and all of the transactions contemplated by, any of the foregoing delegations, the taking of any such action and the execution and delivery of any such document, agreement, certificate and instrument, to be conclusive evidence of the Delegate's or designee's determination and the authorization therefore by me.

All actions taken prior to the date of this Delegation by the Authorized Delegates and any of the Authorized Delegates' designees in connection with the matters referred to in this Delegation that would have been within the authority conferred by this Delegation had this Delegation predated such actions are confirmed, ratified and approved in all respects. This delegation of signature/commitment authority does not authorize you to sub-delegate signature/commitment authority to any other individual.

Gary Fourney
Director – Global Health & Financial Solutions Sector
Peraton Inc.

TABLE 1 Inclusive but not limited to contract awards, modifications, exercise of options, incremental funding and change orders (proposed & per action)		
Peraton Grade Level / Heritage NG Grade Level	Firm Fixed Price (FFP), i.e. completion contract (see Table 1, Note 1)	Fixed Price Level of Effort (FPLOE) / Cost / T&M (see Table 1, Note 1)
CA 1 (Grade 6) / CA 1	No signature authority	No signature authority
CA 2 or 3 (Grade 7 or 8) / CA 2	No signature authority	No signature authority
CA 4 (Grade 9) / CA 3	≤\$500K or signature delegation* received from Sector Contracts Lead, or Chief Contracts Officer, whichever is greater.	≤\$2M or signature delegation* received from Sector Contracts Lead, or Chief Contracts Officer, whichever is greater.
CA Professional Specialist (Grade 10) / CA 4 or 5	≤\$3M or signature delegation* received from Sector Contracts Lead, or Chief Contracts Officer, whichever is greater.	≤\$5M or signature delegation* received from Sector Contracts Lead or Chief Contracts Officer, whichever is greater.
Contracts Manager (Grade 10) / Contracts Manager 2	≤\$5M or signature delegation* received from Sector Contracts Lead or Chief Contracts Officer, whichever is greater.	≤\$10M or signature delegation* received from Sector Contracts Lead or Chief Contracts Officer, whichever is greater.
Sr. Contracts Manager (Grade 11) / N/A	≤\$10M or signature delegation* received from Sector Contracts Lead or Chief Contracts Officer, whichever is greater.	≤\$25M or signature delegation* received from Sector Contracts Lead or Chief Contracts Officer, whichever is greater.
Director, Contracts (Grade 12) / Contracts Manager 3	<\$25M	<\$50M
Vice President, Contracts	≥\$25M <\$75M	≥\$50M <\$100M
Chief Contracts Officer	≥\$75M	≥\$100M
<i>*Delegation must be within the specific delegator's authority and the written delegation must be retained in the file to support any audit(s).</i>		

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of January 30, 2021 (this "Agreement"), is made by and between Peraton Inc., a Maryland corporation ("Purchaser"), and Northrop Grumman Corporation, a Delaware corporation ("Seller"), on behalf of itself and the other Selling Entities.

W I T N E S S E T H:

WHEREAS, Purchaser and Seller have entered into that certain Purchase and Sale Agreement, dated as of December 7, 2020 (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, in the Purchase Agreement, and in the other Transaction Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Capitalized, undefined terms used herein shall have the respective meanings ascribed to them in the Purchase Agreement.

Section 2. Assignment. Each of the Selling Entities hereby irrevocably, absolutely and unconditionally sells, assigns, transfers, conveys and delivers to Purchaser all of such Selling Entity's rights, title and interests in, to and under the Transferred Assets owned or held by it, and the Transferred Interests owned by it set forth on Schedule 1 attached hereto (the "Applicable Equity Interests") as of the Closing.

Section 3. Assumption. Purchaser hereby acquires and accepts from each Selling Entity the sale, assignment, transfer, conveyance and delivery of all of such Selling Entity's rights, title and interests in, to and under the Transferred Assets and the Applicable Equity Interests as of the Closing. Purchaser hereby irrevocably, absolutely and unconditionally assumes and agrees to cause all Assumed Liabilities to be paid, performed and discharged when due, without further recourse to any member of the Seller Group or their respective Affiliates.

Section 4. No Representations and Warranties. The Selling Entities do not make any representation or warranty, whether express or implied, herein with respect to the Transferred Assets, the Transferred Interests or the Assumed Liabilities. Nothing contained in this Section 4 shall limit any representation or warranty contained in the Purchase Agreement or the other Transaction Documents.

Section 5. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective Affiliates, Representatives, successors and permitted assigns, and nothing herein is intended or shall be construed to confer upon any Person other than the parties hereto and their respective Affiliates, Representatives, successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any terms hereof.

Section 6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 7. Subject to Purchase Agreement. The scope, nature and extent of the Transferred Assets and Assumed Liabilities and the Transferred Interests are expressly set forth in the Purchase Agreement. Nothing contained in this Agreement shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish rights or Liabilities not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall govern and control. For the avoidance of doubt, any controversy or claim arising under this Agreement shall be governed solely by, and subject to the terms of, the Purchase Agreement.

Section 8. Governing Law, etc. This Agreement, and all matters, claims or causes of action (whether at law, in equity, in Contract, in tort or otherwise) based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by, and construed in accordance with, the laws of the [REDACTED], regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the [REDACTED] in the event any dispute arises out of this Agreement or the Transactions, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any Action relating to this Agreement or the Transactions in any court other than the [REDACTED], or, if (and only if) such court finds it lacks subject matter jurisdiction, the federal court of the United States sitting [REDACTED] and the appellate courts thereof, (iv) UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS, (v) waives the defense of an inconvenient forum to the maintenance of any Action related to or arising out of this Agreement or the Transactions and (vi) consents to service of process being made through the notice procedures set forth in Section 11.01 of the Purchase Agreement. The consents to jurisdiction set forth in this paragraph shall not constitute general consents to service of process in the [REDACTED]. The parties hereto agree that a final Judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the Judgment or in any other manner provided by applicable Law.

Section 9. Further Assurances. Each party hereto shall, and shall cause its respective subsidiaries to, promptly execute, acknowledge and deliver any other assurances or documents or instruments of transfer or assumption reasonably requested by the other parties and necessary for the requesting party to satisfy its obligations hereunder or to obtain the benefits of the transactions contemplated by the Transaction Documents.

Section 10. Amendment, Waiver and Termination. This Agreement, the Purchase Agreement and the other Transaction Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes all other understandings and

negotiations with respect thereto. This Agreement may not be amended or terminated, and no provision hereof may be waived, except by a writing signed by each of the parties hereto.

Section 11. Interpretation. This Agreement shall be subject to the provisions set forth in Section 1.03 of the Purchase Agreement, *mutatis mutandis*, as if set forth herein.

Section 12. Counterparts. This Agreement may be executed in two or more counterparts (including by digital or other electronic means), all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Any copy of this Agreement made by reliable means (e.g., photocopy or facsimile) is considered an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first above written.

SELLER

NORTHROP GRUMMAN CORPORATION

By: David Jacobs

Name: David C. Jacobs

Title: Vice President, Strategic Planning



PURCHASER

PERATON INC.

By: 

Name: K. Stuart Shea

Title: President & Chief Executive Officer

Schedule 1

Applicable Equity Interests

Transferred Entity	Issued and outstanding equity interests	Record and beneficial owners
Remotec, Inc.	[REDACTED]	[REDACTED]
Clear Vantage Point Solutions, LLC	[REDACTED]	[REDACTED]

**Amendment No. 1 to the Master Maintenance Agreement
and Software Maintenance Sub-Agreement
between the County of Riverside and Peraton Inc.**

This **Amendment No. 1 to the Master Maintenance Agreement and Software Maintenance Sub-Agreement** is entered into by and between the County of Riverside, a political subdivision of the State of California, and Peraton Inc., a Maryland corporation, sometimes collectively hereafter referred to as the "Parties".

WHEREAS, the County of Riverside and Northrop Grumman Systems Corporation ("Northrop"), a predecessor to Peraton Inc, entered into that certain Master Maintenance Agreement and Software Maintenance Sub-Agreement effective January 1, 2017, whereby Northrop was to provide the licenses and software maintenance services for Automated Vehicle Location (AVL), Mobile Computer System, ImageTrend and CAD to CAD; and

WHEREAS, Northrop has assigned and Peraton Inc. assumed the right and obligations of the Master Maintenance Agreement and Software Maintenance Sub-Agreement effective January 1, 2017 and the County is agreeable to consent to such assignment; and

WHEREAS, the Customer desires to extend the term of the contract for up to five (5) additional years period under the Scope of the Agreement and amend the Price and Payment schedule to the Agreement; and

WHEREAS, Peraton Inc. has agreed to extend the term of the contract for up to five (5) additional years under the Scope of the Agreement and amend the Price and Payment schedule to the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Peraton Inc. accepts all the terms and conditions and assumes the responsibilities of the Master Maintenance Agreement and Software Maintenance Sub-Agreement effective January 1, 2017 ("Agreement") and County hereby consents to the assignment to Peraton Inc. of the Agreement.

2. Section 2. of the Master Maintenance Agreement is hereby amended as follows:

Effective January 1, 2022, the term of this Agreement shall be extended for one year with the option to renew annually for additional four (4) one-year terms by written amendment as described in Exhibit "A-1", attached hereto and by this reference incorporated herein.

3. Exhibit "A" to the Software Maintenance Sub-Agreement to the Master Maintenance Agreement is hereby amended to add a new section 6 as follows:

6. Adding CAD to CAD Gateway Implementation, consisting of a link to CAL FIRE Riverside Unit (RRUU) Altaris™ CAD System to Consolidated Fire (CONFIRE) CAD System through

CentralSquare Technologies Tellus HUB. (Refer to the attached Exhibit "C" to this Amendment No. 1, Quote CR 128525 for Riverside County Fire Department Interface to Consolidated Fire for further details.)

4. Exhibit "B" to the Software Maintenance Sub-Agreement to the Master Maintenance Agreement is hereby amended to add a new section 3 with the Scope of Work described in Attachment A, attached hereto and by this reference incorporated herein.
5. Section 5 of the Master Maintenance Agreement is amended as follows:
Customer shall pay the amount labeled "Total Due" per Exhibit "A-1" hereto. Payment shall be made by the Customer within 30 days of the receipt of an invoice from Peraton Inc.
6. All other Terms and Conditions of the Agreement, except as specifically changed herein this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Amendment No. 1 on the day and year indicated below:

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: Karen S. Spiegel

Name: Karen S. Spiegel

Title: Chair of the Board of Supervisors

Date: JUN 29 2021

PERATON INC., a Maryland corporation

By: Cynthia Williams

Name: Cynthia Williams

Title: Contracts Administrator

Date: 06/30/21

ATTEST:

Kecia R. Harper

Clerk of the Board

By: [Signature]
Deputy

(seal)

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: Synthia M. Gunzel

Synthia M. Gunzel

Chief Deputy County Counsel

**Amendment No. 1 to the Master Maintenance Agreement
between the County of Riverside and Peraton Inc.**

EXHIBIT "A-1"

Price and Payment Schedule:

Amended Period No. 5 – July 1, 2021 to December 31, 2021 to add:

The following milestone payments will apply to the Riverside County Fire Department CAD to CAD Interface to Consolidate Fire project:

License fee (100% Issuance of Purchase Order)	\$50,000.00
SQL Server License Fee upon installation of Peraton Gateway	\$4,301.00
Implementation	
Signing of Contract Amendment (50%)	\$37,400.00
Installation of Peraton Gateway in the test environment (35%)	\$26,180.00
Acceptance in accordance with Attachment "A" (15%)	\$11,220.00

Period No. 6 – January 1, 2022 to December 31, 2022

PERATON Software Maintenance:

AVL	\$59,863.00
Mobile	\$52,440.00
ImageTrend Interface	\$ 6,382.00
CAD to CAD	\$15,000.00
Total Due, Period No. 6	\$136,685.00

Period No. 7 – January 1, 2023 to December 31, 2023

PERATON Software Maintenance:

AVL	\$62,856.00
Mobile	\$58,212.00
ImageTrend Interface	\$ 6,701.00
CAD to CAD	\$15,750.00
Total Due, Period No. 7	\$143,519.00

Period No. 8 – January 1, 2024 to December 31, 2024

PERATON Software Maintenance:

AVL	\$65,999.00
Mobile	\$61,123.00
ImageTrend Interface	\$ 7,036.00
CAD to CAD	\$16,538.00
Total Due, Period No. 8	\$150,696.00

Period No. 9 – January 1, 2025 to December 31, 2025

PERATON Software Maintenance:

AVL	\$69,298.00
Mobile	\$64,179.00
ImageTrend Interface	\$ 7,388.00
CAD to CAD	\$17,364.00
Total Due, Period No. 9	\$158,230.00

Period No. 10 – January 1, 2026 to December 31, 2026

PERATON Software Maintenance:

AVL	\$72,763.00
Mobile	\$67,388.00
ImageTrend Interface	\$ 7,757.00
CAD to CAD	\$18,233.00
Total Due, Period No. 10	\$166,142.00



Peraton
Civil & Health Division
Public Safety & Products OU
First Responder Solutions
7575 Colshire Drive
McLean, Virginia 22102

EXHIBIT B

May 14, 2021

CR-128525 RCFD CAD to CAD

Mr. Chet Ashbaugh
Riverside County Fire Department
210 W. San Jacinto Road
Perris, CA. 92570

Sent by E-Mail: chet.ashbaugh@fire.ca.gov

Re: Quote for Riverside County Fire Department. CAD to CAD Interface to Consolidated Fire

Dear Mr. Ashbaugh:

Peraton is pleased to provide this Firm Fixed Price ("FFP") quote for the provision of a CAD to CAD Gateway Implementation, consisting of a link to CAL FIRE Riverside Unit (RRUU) Altaris™ CAD System to Consolidated Fire (CONFIRE) CAD System through CentralSquare Technologies Tellus HUB.

The work is quoted assuming it will be performed in accordance with Attachment "A" – CAD to CAD Overview.

The Price and Payment for this quote is as follows:

Price

Total Implementation \$129,101 as described below

Payment

License fee (100% Issuance of Purchase Order)	\$50,000.00
SQL Server License Fee upon installation of Peraton Gateway	\$4,301.00

Implementation

Signing of Contract Amendment (50%)	\$37,400.00
Installation of Peraton Gateway in the test environment (35%)	\$26,180.00
Acceptance in accordance with Attachment "A" (15%)	\$11,220.00

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.

MAINTENANCE – Each year to be invoiced annually in advance upon acceptance and paid within 30 days of receipt. Maintenance will commence at Acceptance. The maintenance will be added to the 5 year maintenance contract.

This price is subject to the following assumptions and dependencies:

Assumptions:

Existing test procedures against the Chico to CAL FIRE BTU CAD to CAD will be acceptable for this project

Dependencies:

The CAD ESX Hosts at CAL FIRE RRU have the virtualization capacity to support installation of required VMs.
The VMs will be hosted at CAL FIRE RRU network.

This work will be performed under the terms of the Peraton Public Safety Standard Terms and Conditions as modified by Attachment V – Regulatory Compliance Requirements, both of which are attached.

This quote is valid for a period of 120 days, unless extended in writing by Peraton.

Peraton sincerely appreciates the opportunity to respond to the needs of your agency. Please contact me or Teresa Richardson at (813) 220-9348 if you need additional information.

Sincerely,

Sent Via E-Mail – Cynthia Williams

Cynthia Williams
Contracts Administrator
Phone: (865) 269-1134
cynthia.williams@peraton.com

Attachments: Attachment "A" – CAD to CAD Overview
~~Peraton's~~ Public Safety Standard Terms and Conditions
Attachment V – Regulatory Compliance Requirements

cc: Jeffrey Hayhow
Chris Valvo
Teresa Richardson
Amber Sunderlin
Deputy Chief Tim Person
Contracts File

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.

Attachment A CAD to CAD Overview

Scope of Work

Scope of Work

Peraton will provide the following:

- Project Management oversight for the duration of the implementation project
- Conduct weekly project status calls
- Install and configure the Peraton CAD to CAD Gateway on CAL FIRE ECC network. The Gateway will communicate with the Tellus Hub API at Consolidated Fire
- Peraton CAD to CAD Gateway at CAL FIRE ECC. This configuration includes code translations, unit IDs and other metadata as agreed to by the agencies and vendors.
- The data transfer will include CAD to CAD transactions: event/incident transfer, resource requests, resource status and location/AVL updates. The implementation also allows for the automatic dispatch of specific resources/units in the other's respective CAD system.
- Provide a dispatcher/supervisor to provide timely input and responses on codes, units, etc. and assist with testing and provide input as needed during implementation.
- Provide remote testing support
- Provide remote cutover support
- Provide 5 years of maintenance

CAL FIRE responsibilities:

- Provide all related hardware, hardware installation, and third-party software
- Provide an agency technical staff member qualified to assist with testing of the changes
- Provide communications hardware, any required networking hardware & software, adequate on-site testing environment and client-side Project Manager

Project Completion Acceptance Criteria

At the successful conclusion of CAL FIRE RRU/BDU CAD to Consolidated Fire CAD regression testing through the Gateway to the Tellus Hub, written approval from CAL FIRE RRU/BDU will be sent via email to the Peraton PM to represent project completion.

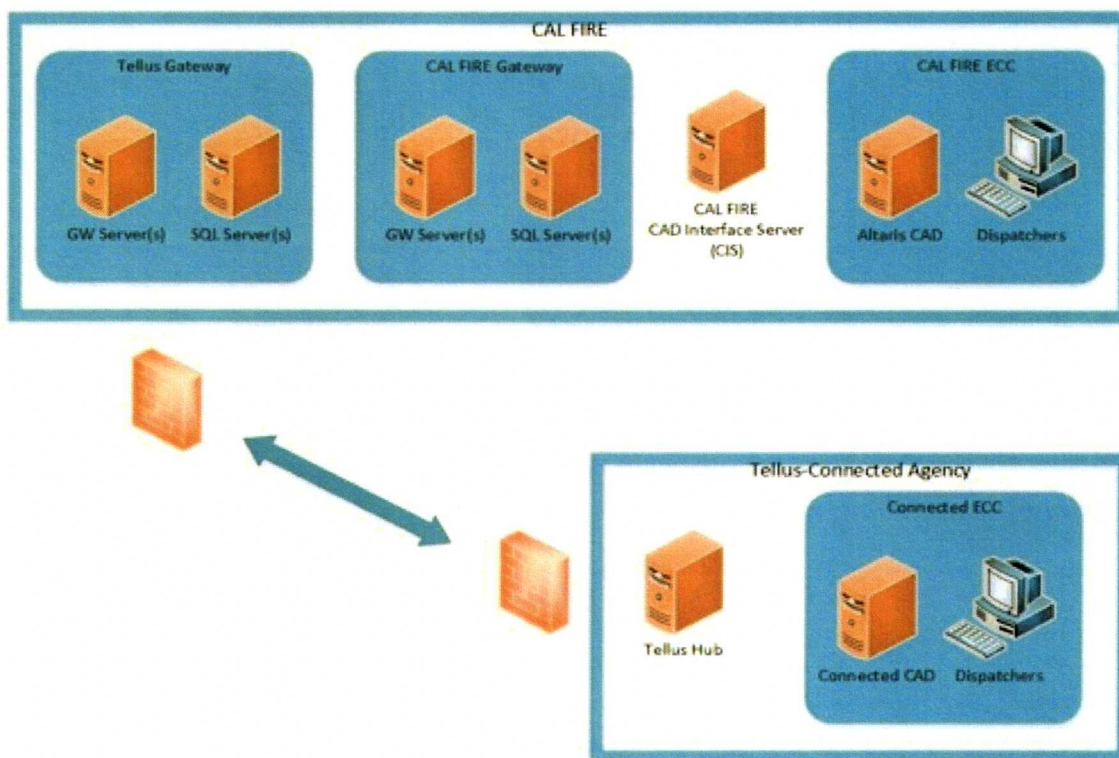
** NOTICE OF PROPRIETARY INFORMATION **

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.

Architectural Overview

The basic unit of CAD to CAD integration is the CAD to CAD Gateway. Gateways are used to connect other Gateways to either a CAD system or a CAD to CAD hub. Each Gateway consists of two logical parts: an application server and a SQL Server database server. These two logical servers are usually deployed on two separate virtual servers. Furthermore, both logical servers support clustering and other common techniques for enhancing performance and reliability. We recommend that Gateways be deployed into data centers near the CAD to which they are connected and they can communicate with other Gateways across the Internet.

Each Gateway generally has two interfaces: communication between Gateways is done via XML Web Services that exchange encrypted and compressed NIEM-based messages; communication with the local CAD or hub is through interfaces defined by the connected system. A Gateway connected to a Tellus Hub will use the Tellus API, while a Gateway connected to CAL FIRE uses the CAL FIRE API.



**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.

CAL FIRE Gateway

A single Gateway is deployed for CAL FIRE in Sacramento. This Gateway communicates with the outside world via SSL and use client authentication certificates to communicate with other Gateways. It is behind a firewall which must be configured to white list the URL of any other Gateway in the federation. The Gateway communicates with the CAL FIRE CAD Interface Server (CIS), using the CAL FIRE API, which is responsible for directing messages to the CAD system in each CAL FIRE ECC.

Tellus Hub Gateway

One Gateway will be deployed for each CAL FIRE ECC which will communicate with the Tellus Hub. So if one Tellus Hub communicates with two CAL FIRE ECCs, then two Gateways are deployed on the Tellus Hub side, but only one Gateway on the CAL FIRE side. These Gateways communicate with the Tellus Hub, using the Tellus API, which is responsible for directing messages to each connected CAD system.

Supported Messages and translations

The following messages/transactions and translations are supported by the Peraton CAD to CAD Gateway.

Transactions Supported

- Resource Status
- Resource Status Request
- Resource Location (AVL)
- Resource Request - Automatic Aid
- Resource Request Approval – Requested Unit
- Resource Request Approval – Substitute Unit
- Resource Request Rejected
- Resource Cancellation
- Resource Control Request
- Incident Transfer (Recipient Jurisdiction)
- Incident Transfer Acknowledgement (Approval)
- Incident Transmit (Sender Jurisdiction)
- Incident Status Update
- Incident Remarks/Comments Add
- Incident Message
- Incident Close
- Ping/Heartbeat Request
- Ping/Heartbeat Response
- Workstation Message
- Message Acknowledgements

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.

Translations Supported

- Incident Type
- Incident Sub Type
- Incident Status
- Incident Description
- Service Call Mechanism
- Incident Priority
- Incident Disposition
- Incident Name
- Incident Reason
- Terminal ID
- Unit ID
- Unit Status
- Sender Agency
- Recipient Agency
- Jurisdiction Agency
- Resource Agency
- Auto Aid ID to CAD Resource ID (CAL FIRE only)
- Auto Aid ID to Home CAD Resource ID (CAL FIRE only)
- Auto Aid ID to IRWIN ID (CAL FIRE only)

**** NOTICE OF PROPRIETARY INFORMATION ****

This document contains Peraton Proprietary Information including trade secrets and shall not be duplicated, used, or disclosed (in whole or in part) without the express written authorization of Peraton. This document may be used by the authorized recipient solely for internal purposes.

**PERATON SYSTEMS CORPORATION
PUBLIC SAFETY PRODUCTS
STANDARD TERMS AND CONDITIONS**

1. DEFINITIONS.

- a. Peraton, Inc. shall mean PERATON, a Maryland corporation represented herein by its Civil & Health Sector-Health & Public Safety.
- b. Customer shall mean any corporation, public agency, or political subdivision that receives and accepts a quote from PERATON.
- c. Agreement shall mean the above stated PERATON Quote, which has been accepted by Customer, along with these standard Terms and Conditions

2. SCOPE. These terms and conditions are applicable to services and/or equipment to be provided, as set forth in any PERATON Quote which has been accepted by Customer in writing, or for which Customer has issued a Purchase Order.

3. PRECEDENCE. Any scope of work subject hereto shall be subject to terms and conditions of documents, as set forth below in descending order of precedence:

- a. The terms of the quote for services and/or equipment from PERATON.
- b. The terms and conditions set forth in this document.

4. TERM OF AGREEMENT. The term of this Agreement shall begin upon receipt by PERATON of the written acceptance of the PERATON Quote and shall continue through the completion of the work provided for therein and warranty period unless sooner terminated or extended as hereinafter provided.

5. CHANGES AND DELAYS. Customer may require changes in the scope of work, services and/or equipment to be performed or provided by PERATON hereunder. All such changes (which are mutually agreed upon by and between all the parties) shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due PERATON for the change in scope and/or schedule, if any. PERATON shall have no obligation to proceed with the change until such time as PERATON and the Customer have agreed upon the impact on price and schedule, and have executed a bilateral written amendment memorializing the change and the price and schedule impacts.

Any delays caused by Customer, including but not limited to:

1. Failure to timely approve documents as provided herein,
2. Failure to comply with responsibilities set forth in the Implementation Plan,
3. Failure to provide access to facilities or information required for PERATON to perform,
4. Failure or delay of Customer furnished equipment,

shall be regarded as constructive changes and shall entitle PERATON to receive from Customer an equitable adjustment in price and schedule. Should PERATON and Customer be unable to agree on the price impact to PERATON of such delay, such price shall be computed using PERATON's then current time and materials rates.

6. CLARIFICATION PROCEDURES. Customer shall have a maximum of fifteen (15) calendar days from the receipt of written correspondence from PERATON in which to respond, in writing, to the clarification, proposed solution or any other situation requiring a written response from Customer. If Customer believes the contents of such correspondence does not conform to the requirements of this Agreement, or otherwise disagrees with such correspondence; it shall so notify PERATON in writing within the above-stated fifteen (15) days, defining in detail such non-acceptance. In the event Customer finds the content of the correspondence conforming to the requirements of this Agreement, it shall, within the above stated (15) days, notify PERATON, in writing, of this fact, and such notification shall constitute final acceptance of the content of the correspondence delivered. Should Customer fail to respond within fifteen (15) days, the content of the correspondence shall be deemed accepted.

7. STANDARD OF PERFORMANCE; ACCEPTANCE. Unless otherwise specified, the work subject to this Agreement shall be accepted upon the completion of the work set forth for the scope of work, or upon commencement of beneficial use by Customer, whichever occurs first.

8. FACILITIES. During the course of this Agreement, Customer shall provide PERATON personnel with adequate workspace and such other related facilities as may be required by PERATON to carry out its obligations enumerated herein.

9. LICENSE.

- a. Acknowledgment of Ownership. PERATON owns all right, title and interest to the PERATON Software and related documentation (the "PERATON Software"), including all custom modifications, derivative works and all technical and functional designs relating thereto. None of the services hereunder shall be considered "work for hire" within the meaning of Federal copyright law (17 U.S.C. Section 101 et seq). Customer shall not disassemble, decompile or reverse engineer the PERATON Software and any information obtained in violation of this provision shall be deemed confidential information owned exclusively by PERATON.
- b. Operating License. Subsequent to Acceptance and payment of all amounts due to PERATON by Customer, Customer shall upon Acceptance be granted a paid-up, perpetual, non-exclusive, not transferable operating license in object code form to install, store, load, execute and display (collectively, "Use") the PERATON Software on the Equipment located at the Customer's Operations Center in support of Customer's local area emergency dispatch service. Customer may make one (1) archival copy for back-up purposes. PERATON reserves all rights not expressly granted. This license is for Customer's internal use on the configuration of Equipment specified in the contract under which the software was installed by PERATON. Use by or for the benefit of any third party or on any other configuration of equipment (including upgrades to Equipment or components thereof, such as upgrading to a higher performance processor) shall require written authorization and payment of additional license fees. This license is for operations use only and does not authorize Customer to make any alterations, adaptations, translations or derivative works. Customer shall execute any standard licensing agreement(s) necessary for any third party software subject to the above PERATON Quote.
- c. Confidentiality. Customer shall not allow any person, company, governmental agency, consulting firm or any other entity to have access to the software provided hereunder, other than employees of Customer who have a need to have access to such software in order for Customer to utilize such software for the purposes set forth herein. Should Customer allow such access without the express written consent of PERATON, then PERATON may terminate Customer's license granted under this Agreement. Disclosure of such proprietary information will cause irreparable injury for which monetary damages will not be a sufficient remedy. Accordingly, in addition to other remedies available at law or in equity, PERATON shall be entitled to temporary or permanent injunctive relief, without the necessity of proving actual damages, to enforce the provisions of this Agreement.

10. WARRANTY; REMEDIES.

- a. Warranties. Unless specified to the contrary in the Scope of Work, for a period commencing on the date of successful completion of the Work, or acceptance by beneficial use, whichever occurs first, and thirty (30) days thereafter, PERATON warrants that (i) the software provided by it under this

**PERATON SYSTEMS CORPORATION
PUBLIC SAFETY PRODUCTS
STANDARD TERMS AND CONDITIONS**

Agreement shall perform in accordance with the Quote; and (ii) the services performed by it under this Agreement shall be performed in accordance with the ordinary skill and care which would be reasonably executed by those who are knowledgeable, trained and experienced in rendering the services required at the time such services are performed. The warranty and maintenance for equipment shall be in accordance with the provisions received from the supplier. No such performance warranties are applicable to Time and Materials quotes.

THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY WHICH MAY ARISE BY REASON OF USAGE OF TRADE OR CUSTOM OR COURSE OF DEALINGS.

- b. Remedies. (1) If, during the warranty period specified in Section a., above, Customer (a) discovers that the equipment provided by PERATON under this Agreement is not in accordance with the express warranty set forth in Section a., and (b) notifies PERATON in writing, of such, then PERATON shall, without charge to Customer and on behalf of Customer, be responsible for the enforcement of, or will perform without charge, the applicable obligations which the supplier of such equipment may have with respect to repairing or replacing such equipment to the extent necessary to correct such defects.

(2) If, during the warranty period specified in Section a., above, Customer (a) discovers reproducible defects in the software provided by PERATON under this Agreement, such that the software will not perform in accordance with the express warranty set forth in Section a., and (b) notifies PERATON, in writing, of such defects, then PERATON shall, without charge to Customer, correct such defects.

(3) If, during the warranty period specified in Section a., Customer (a) discovers that the services performed by PERATON under this Agreement had not been performed in accordance with the express warranty set forth in Section (a), and (b) notifies PERATON in writing of such faulty services, then PERATON shall, without charge to Customer, re-perform such services to the extent necessary to correct the fault therein.

(4) Every claim that PERATON's goods or services are faulty shall be deemed waived unless such claim is made in writing during the warranty period specified in a. above.

(5) THE REMEDIES SET FORTH IN THIS SECTION B. ARE IN LIEU OF AND EXCLUDE ALL OTHER REMEDIES AVAILABLE TO THE CUSTOMER RELATING TO WARRANTIES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

11. CONTRACT AMOUNT AND PAYMENT SCHEDULE. Unless set forth to the contrary in the Quote for Services, payment shall be due as follows:

- a. Hardware and Third-Party Software and Services - 100% of the purchase price for the hardware shall be paid upon delivery to the Customer site. Partial deliveries, invoicing, and payment based on line item pricing provided by PERATON shall be permitted.
- b. PERATON license fees shall be paid upon acceptance of PERATON quotation or issuance of purchase order.
- c. PERATON Software, Services, and Miscellaneous (Includes hardware delivery and installation. Bonding is not included unless specifically provided in the PERATON Quote for Services)
 - 1.) Upon Acceptance of PERATON

Quotation/Issuance of Purchase Order	50%
2.) Upon Installation of Software or Modifications	40%
3.) Upon Acceptance as provided in Section 7 above	10%
Total Software, Services, & Miscellaneous	100%
d. Any Time and Materials quotes shall be invoiced no more often than monthly.	

12. SALES AND USE TAXES. Customer shall be liable for all federal, state and local sales use and excise taxes, which become due as a consequence of this Agreement. Customer shall be liable for any increase in tax rates or change in the scope of tax assessments whether due to changes in any statutes or interpretation by any taxing authority.

Customer shall not be liable for the payment of such taxes, provided it shall furnish to PERATON an exemption certificate sufficient to exempt PERATON from the payment of all such sales, use and excise taxes. Should any such certification furnished not be sufficient to exempt PERATON from the payment of such taxes, Customer shall indemnify and hold PERATON harmless for all such taxes assessed.

13. DISPUTES. (a) Except as specifically provided for elsewhere in this Agreement, all claims and controversies arising out of or relating to this Agreement shall be subject to binding arbitration in California by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"), and judgment on the award rendered by the arbitrator may be entered into a court having jurisdiction thereof. Notwithstanding any rules or practices of AAA, discovery in any such proceeding shall be limited to no more than three depositions and 25 uncompounded interrogatories or requests for admission per party. The prevailing party in any arbitration proceeding hereunder, as determined by three arbitrators or in any legal proceedings or actions to enforce the arbitral award shall be entitled to recover its reasonable attorney's fees and costs. The parties expressly agree that the arbitrator shall not have the right to award punitive damages.

- (b) Notwithstanding paragraph b. above, nothing in this Agreement shall be deemed to preclude either party from seeking equitable or injunctive relief in any court of competent jurisdiction for breach of Article 9 or 18 of this Agreement. The prevailing party in any such judicial proceeding shall be entitled to recover its reasonable attorney's fees and costs. The parties expressly agree that the court in such a proceeding shall not have the power to award punitive damages

14. FORCE MAJEURE. In the event that, due to causes beyond the control of and without the fault or negligence of PERATON, PERATON fails to meet any of its obligations under this Agreement, such failure shall not constitute a default in performance, and Customer shall grant to PERATON such extensions of time and make other arrangements, additions, or revised payments as shall be reasonable under the circumstances.

15. TERMINATION AND DEFAULT.

(a) Termination for Cause. If PERATON should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, Customer shall give PERATON ninety (90) calendar days written notice. Upon receipt of such termination notice, PERATON shall be allowed ninety (90) calendar days to cure such deficiencies.

(b) Termination for Convenience. The work may be terminated, in whole or in part, by the Customer at its sole discretion upon written notice to PERATON, whenever, for any reason, Customer shall determine that such termination is in its best interests. Such notice to be effective must be in writing and tendered to PERATON at least fourteen

**PERATON SYSTEMS CORPORATION
PUBLIC SAFETY PRODUCTS
STANDARD TERMS AND CONDITIONS**

(14) days prior to the effective date of termination specified therein, during which period PERATON will endeavor to mitigate and minimize costs relating to and/or rising from the termination. Upon receipt of such written notice of termination, PERATON shall within ninety (90) days after the date of termination, submit an invoice for all work performed prior to the effective date of termination and all costs incurred by PERATON (plus a reasonable profit) relating to and/or arising from the work or its termination. Such costs shall include but not limited to: prepaid travel and or travel change charges, restocking fees and termination and settlement of subcontract and subcontract claims and personnel costs relating to employees assigned to the terminated work who are awaiting reassignment for a period not to exceed thirty days from the effective date of termination. Customer shall pay such invoice within thirty (30) days of receipt.

16. ASSIGNMENT. Nothing herein shall restrict the right of PERATON to assign this Agreement in connection with any corporate sale merger, acquisition or consolidation or in connection with the sale of related and/or similar business assets.

17. PATENTS. PERATON shall indemnify, defend, and hold free and harmless Customer, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorney's fees, imposed upon them or any of them, for any alleged infringement of patent rights or copyrights of any person or persons in consequence of the use by Customer, its officers, employees, agents, and other duly authorized representatives of articles or processes supplied to Customer hereunder by PERATON.

If a final injunction is obtained in such action against Customer's use of the products or if in PERATON's opinion the products are likely to become the subject of a claim of infringement, PERATON will, at its option and entirely at its expense, either: (a) procure for Customer the right to continue using the products; (b) replace or modify the same (provided that such modifications do not adversely affect Customer's intended use of the products) so that the products become non-infringing; or (c) if none of the foregoing alternatives is reasonably available to PERATON, refund in full all moneys paid by Customer in respect to such infringing products only and accept return of same.

18. SECURITY AND PRIVACY. PERATON agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. Customer shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

19. INDEMNITY. PERATON shall indemnify, defend and hold harmless Customer from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorneys' fees) and liabilities, of, by, or with respect to third parties, which arise solely from PERATON's negligent performance of services under this Agreement. PERATON shall not be responsible for, and Customer shall indemnify and hold harmless PERATON from and against, any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorneys' fees) and liabilities, of, by, or with respect to third parties, which arise solely from Customer's negligence. With respect to any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorneys' fees) and liabilities of, by or with respect to third parties, which arise from the joint or concurrent negligence of PERATON and the Customer, each party shall assume responsibility in proportion to the degree of its respective fault.

20. LIMITATION OF LIABILITY. In no event shall either party hereto be liable for special, indirect, consequential or punitive damages of any nature. PERATON shall not be liable for damages, for any reason, in excess of the value of the Scope of Work as set forth in the Quote for Services.

21. CONTRACT REPRESENTATIVES. Any changes in the method or nature of work to be performed under this Agreement must be processed by Customer through PERATON's Contracts Manager. Upon acceptance of the PERATON Quote for Services, Customer will name its representative who will represent Customer under this Agreement.

22. VALIDITY. The invalidity, in whole or in part, of any provision of these terms and conditions shall not void or affect the validity of any other provision of these terms and conditions.

23. GOVERNING LAW. This Agreement shall be governed according to the laws of the Commonwealth of Virginia.

24. INSURANCE. Without limiting PERATON's indemnification of Customer, PERATON shall provide and maintain, at its own expense, during the term of this Agreement, the following programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) licensed to do business in the state and evidence of such programs shall be delivered to Customer within thirty (30) days of request.

A. Liability and Property

Such insurance shall be primary to and not contributing with any other insurance maintained by Customer, shall name Customer as an additional insured and shall include:

Comprehensive General Liability insurance endorsed for Independent Contractor Coverage, Premises-Operations Coverage, Products/Completed Operations Coverage, Contractual Liability, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per claim; and, Comprehensive Auto Liability endorsed for all owned and non-owned vehicles with a combined single limit of at least Five Hundred Thousand Dollars (\$500,000).

B. Workers' Compensation

A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State in which the services are being delivered and which specifically covers all persons providing services on behalf of PERATON and all risks to such persons under this Agreement.

25. TITLE AND RISK OF LOSS. Title to all equipment provided hereunder shall pass to Customer upon payment of all amounts due PERATON under this Agreement. Risk of loss shall be borne by PERATON until delivery to the Customer's site. Customer shall pay any personal property taxes, which may be assessed on the equipment beginning at the time of purchase.

ATTACHMENT V
EXPENSE CONTRACTS
REGULATORY COMPLIANCE REQUIREMENTS

All County Contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act

The Contractor and the County will comply with the Davis-Bacon Act as amended (40 U.S.C. 3141–3148). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) provides that the County and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to the Federal awarding agency.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and

the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

4. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (5) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (1) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the County agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

- (1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Suspension and Debarment

The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Contractor will use the following certification:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA' s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

11. Additional FEMA Requirements

Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

Access to Records

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide Cal OES, the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

12. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

By execution of this CONTRACT including this Attachment V the Contractor certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.