



REQUEST FOR PROPOSALS
RFP No. 23-01

INFORMATION TECHNOLOGY MANAGEMENT SERVICES

RELEASE DATE:
September 22, 2023

RESPONSE DUE:
October 13, 2023

GENERAL INFORMATION

The West Cities Police Communications is interested in contracting with an experienced professional information services firm to provide the Agency with information technology management services in the area of network analysis and technical support, systems support, computer operations support, PC desktop technical support, software integration support, and IT policy and procedure development. The required services and performance conditions are described in the Scope of Services.

BACKGROUND

The West Cities Police Communications Center (West-Comm) is an agency formed by a Joint Powers Agreement between the cities of Cypress, Los Alamitos, and Seal Beach with contract dispatch service provided to the Orange County Park Rangers. The Communications Center staffs 20 full and part time dispatchers. West-Comm is a civilian managed organization committed to providing quality public safety services. The commitment to professional and technical progress and motivated performance while serving as the vital link between the public and the agencies served has earned West-Comm a stellar reputation as a regional dispatch agency.

The Agency's entire "hands-on" IT staffing (client help desk support, desktop technician support, network administration and security, system administration and security, applications maintenance, data base administration, and specific project development, implementation and support) is outsourced.

The Agency believes that the open competition for services and products provides the Agency with the best results for its public dollars. The Agency is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide information technology management services to a law enforcement public agency; experience with law enforcements required security guidelines, specifically in the areas of desktop technician support, network analysis and administration, software support and computer operations. Following is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO APPLYING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it can deliver quality services to the Agency in a creative, cost-effective & service- oriented manner.

B. Interested Parties List

To ensure that all interested parties receive all information related to this RFP, including, but not limited to, responses to questions, clarifications, and addenda, all interested parties may email their contact information to Kasandra Edwards, Police Communications Director, at kedwards@west-comm.org. Failure to email contact information does not exclude a vendor from submitting a bid; however, it may result in a vendor not receiving critical information. The Agency is not responsible for information that is not received by vendors that do not email their contact information and request to be added to the Interested Parties List.

C. Questions/Clarifications

Please direct any questions regarding this RFP to Kasandra Edwards, Police Communications Director, at kedwards@west-comm.org. Questions must be received by 5:00pm on October 6, 2023. All questions received prior to the deadline will be collected and responses will be posted to the Agency's website by October 11, 2023.

D. Submission of Bid Proposals

All bid proposals shall be submitted to:

ATTN: Kasandra Edwards
West Cities Police Communications
911 Seal Beach Blvd
Seal Beach, CA 90740

Proposals must be delivered no later than 4:00pm on **October 13, 2023**. All proposals received after that time will be returned to the submitter unopened.

The prospective firm shall submit the three (3) copies of their bid proposal along with a digital copy in a sealed envelope, addressed as noted above, bearing the firm's name and address and clearly marked:

"WEST-COMM RFP - INFORMATION TECHNOLOGY MANAGEMENT SERVICES"

E. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

F. Rights of West Cities Police Communications

This RFP does not commit the Agency to enter into a Contract, nor does it obligate the Agency to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The Agency reserves the right to:

- 1) Make the selection based on its sole discretion;
- 2) Reject any and all proposals without prejudice;
- 3) Issue subsequent Requests for Proposal;
- 4) Postpone opening for its own convenience;
- 5) Remedy technical errors in the Request of Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

G. Contract Type

It is anticipated that a standard agreement contract will be signed prior to the Board of Directors review and approval of the recommended firm.

H. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of, or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

CURRENT TECHNICAL ENVIRONMENT

The West Cities Police Communications' technical environment consists of one (1) site and nine (9) workstations, as well as several network appliances, systems, and software applications. This section will cover the following:

1. Physical Network Layout.
2. Logical Network Layout.
3. Servers and Network Applications.
4. Network Appliances.
5. Workstations.
6. Software and Desktop Applications.
7. Related Vendors and Organizations
8. Current Projects

1. Physical Network Layout

The Agency's network consists of: Communications Center and Server Room. The core network and servers are all housed in the Seal Beach Police Department. Additionally, we manage and maintain a mobile command post.

2. Logical Network Layout

The Agency's network is based on the campus model – consisting of core, distribution, and access layers. It is segmented into multiple networks, including:

- Switched ethernet service provided by Spectrum for connectivity to the other JPA cities

3. Servers and Network Applications

The Agency utilizes servers to meet its needs for network management, security, specialized applications, databases, messaging, and storage. These include:

- Active Directory/DNS Management
- File Management
- Print Management
- Windows Software Updates Services

- Microsoft Active Directory Federation Services
- Office 365
- ESET Antivirus Security Center
- Central Square CAD/RMS/JMS/Mobiles/Freedom for all member cities
- Netmotion Mobility
- Mobile Device Management
- Eventide/Goserco, Phone and Radio recording system
- Azure

4. Network Appliances

A number of network appliances perform key functions on the Agency's network. These appliances include:

- Palo Alto Firewall

5. Workstations

The Agency has 17 workstations across all sites. A breakdown is as follows:

- Dispatch: 6 workstations
- Administration Office: 3 workstations and 1 laptop
- Mobile Command Post: 8 workstations

6. Software and Desktop Applications

The Agency's workstations utilize a standard software suite, as well as specialized applications. The standard workstation has the following configuration:

- Windows 10
- Microsoft Office 2016
- ESET Antivirus
- Adobe Acrobat Reader/Standard/Professional

7. Related Vendors and Organizations

The Agency utilizes several vendors and maintains relationships with the following organizations:

- Cities of Cypress, Los Alamitos, and Seal Beach
- County of Orange
- AT&T
- Central Square CAD/RMS/Mobiles/JMS/Freedom
- Eventide/Goserco
- Frontier Communications
- NetMotion

In addition to the standard software suite, we also utilize specialized software:

- Central Square for CAD/RMS/Mobiles/Freedom for all member cities
- Orange County Sheriff ELETE
- CopLink

- LInX

8. Current Projects

The following major IT projects are currently underway:

- New Dispatch Consoles
- Non-Emergency Phone Line Upgrade

SCOPE OF SERVICES

1. AGENCY TO PROVIDE

- The Agency will provide training regarding the agency's office, procurement, policies, and behavior standards.
- The Agency is responsible for purchasing new equipment and planned replacements.

2. FIRM TO PROVIDE

The Firm should provide 24/7 IT managed services with adequate backup staffing resources to address major and immediate problems, staffing irregularities, and planned significant upgrades. The Firm should have advanced level technical resources, or consultants, available to guide and support the on-site technicians and relevant city staff when complex and significant problems arise.

3. MINIMUM PERFORMANCE EXPECTATIONS

The Firm is expected to:

- Provide timely, professional and effective services, work harmoniously with Agency staff and other Agency contractors, conduct regular status and information meetings, provide regular and timely updates on outstanding issues, work accomplished, and general network health, and make recommendations on improving Agency processes. The absence of any immediate support to this lifesaving agency could mean the difference between life and death.
- Have experience supporting local governments and local law enforcement agencies.
- Have knowledge of DOJ and CLETS compliance and regulation
- Have significant experience in network security and intrusion detection
- Have significant experience in network design for enterprise
- Have experience working with VMware virtual environments
- Have experience working with Dell server hardware
- Provide enforcement of all Agency policies relating to the use of information technology resources, including California Law Enforcement Telecommunications System (CLETS) and Department of Justice (DOJ) compliance.
- Maintain and provide customer service to the Agency with trouble ticket reporting including online and telephone support.
- Provide emergency contact information for customer support needs.
- Provide quotes and required documentation in a timely manner for purchases needed according to the Agency's financial requirements.
- Provide a minimum of four (6) hours of onsite/offsite support at the Communication Center per month.
- Provide a minimum of four (4) hours of onsite/offsite support for the West Cities Mobile Command Post per month.

A. Desktop Support

Desktop Support Technicians are expected to resolve Client/caller generated trouble calls in a professional and efficient manner. Additionally, they will work on special project/task assignments as necessary: to setup and configure new PCs; to maintain current version levels of desktop software; to install, upgrade or troubleshoot software; to conduct hardware and software inventories; to do minor hardware installations and modifications on existing PCs and other related tasks.

- Desktop Support Technicians will provide desktop support for all problems and project calls to diagnose, upgrade, install, fix, adjust, and general problem resolution 24 hours a day.
- Desktop Support Technicians will respond (call acknowledging assignment of call) to Client/caller, resolution/diagnosis according to prioritization.
- Desktop Support Technician will make appointment with Client/caller to address the Client/caller support needs at a mutually agreed upon time.
- Desktop Support Technician will call Client/Caller if appointment cannot be kept or will be delayed.
- Client/Caller will be apprised of problem status during the entire problem resolution cycle in a timely manner, by the end of the activity service day.
- Desktop Support Technicians will give Client opportunity to test system while they are present once problem is resolved if at all possible. For long-term problems, Client to be notified weekly of progress until resolved/closed.
- Desktop Support Technicians will document all actions taken on each call into the tracking system before they leave for the day, on the day that the activity took place whether the call is complete or not.
- The Firm's staff is expected to provide their own transportation.

B. Computer Operations

The Agency's servers are expected to function 24 hours per day with very minimal unplanned service interruptions. Execution of scheduled batch runs, and processes include:

- Review of all process logs for normal execution and performance.
- Review of security logs and for unusual activity.
- Performing backups, backup rotations and restores of all systems, servers, network equipment.
- Maintaining filing, organizing, storing, status reporting on all operation and network activity records and reports.
- Monitoring and reporting status of servers (disk allocations, etc.).
- Monitoring and reporting on status of network.
- Cleaning and organizing Computer Room.
- Checking on versions of software that require updates.
- Maintaining process and operational documentation for Operations and Network Groups.
- Keeping and maintaining records on hardware assets: PCs, Servers, Network equipment, etc., Acquisition date, Warranty date, maintenance agreement location, maintenance and repair contact number.
- Keeping and maintaining records on software assets: PCs, Servers, Databases, Applications, OS, etc.

C. Network and Systems Support

The Network and Systems Support function is expected to provide all the necessary network and system technical expertise to the Agency to have its systems and network operate efficiently and effectively during all active business hours. The Network and Systems Support activities are expected to be the standard activities for a similar-sized Agency IT operation. They are generally described as follows:

- Network is defined to include all Agency switches, hubs, routers, bridges, repeaters, firewalls, servers, etc.
- Network and network device performance monitoring, diagnostics, and tuning.
- Network and network device configuration and version updates to keep within two versions of current.
- Network and network device configuration management and record keeping.
- Network, network device and server capacity monitoring and planning.
- Network, network device and systems security administration and record keeping consistent with Agency policies.
- Firewall monitoring for intrusion attempts, attacks, viruses, etc.
- Firewall configuration and version updates.
- Server OS configuration and version updates to keep within two versions of current.
- Network intrusion and Virus software management (keeping current updates and versions).
- Coordination and cooperation with other Agency service providers.
- Prepare and maintain a detailed and updated network diagram within the first six months of being selected.

D. Communication and Analysis

The Firm is expected to have an effective communication rapport with the Agency, providing valuable, accurate information in a timely manner. Proficient writing skills are essential, and firm's analysis should be thorough.

PROPOSED TERM OF CONTRACT

The proposed term of the contract begins on January 1, 2024 and is for three (3) years, with options for two (2) one-year extensions at the Agency's discretion.

SCHEDULE FOR SELECTION

RFP available:	September 22, 2023
Deadline for submittal of questions:	October 6, 2023
Staff response to questions:	October 11, 2023
Deadline for submittal of Proposal:	October 13, 2023
Interviews (Dates to be determined)	October 23 – 27, 2023
Agreement presented to Board of Directors for review & award:	November 21, 2023

PROPOSER QUALIFICATIONS

1. The Agency requires proposals submitted by primary firms only. The prime firm will have completed and exclusive responsibility for satisfying all Agency conditions and requirements at all times during the life of the agreement. Any subcontractors mentioned in the RFP and/or used in the implementation of the Agreement will have no formal relationship with the Agency.
2. All proposed subcontractors must be identified by name with a description of the work they will provide. Any subcontractors change proposed after the submittal date can only be made with prior approval of the Agency.
3. Prime firm must be responsible for at least half the annual value of the proposed work consistent with the scope of work as noted in the proposal.
4. Prime firm must have experience in providing similar work in at least two similar organizations.
5. Close cooperation and productive working relationships between all parties are essential to the Agency. If there are irresolvable difficulties in the relationships between parties that

impact service delivery to the Agency, either or both parties' contract will be terminated.

METHOD OF SELECTION AND NOTICES

A review team will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness.
- Responsiveness to Agency issues.
- Potential to benefit the Agency.
- Innovative approach.
- Cost effectiveness.
- Quality of proposed staff.

INFORMATION TO BE SUBMITTED

Prospective Firms must submit 5 unbound and one digital copy of their proposal.

Include: Chapter 1 with a *Proposal Summary*:

This chapter shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them. Limit this chapter to a total of to **three pages** including the separate sheet with contact personnel.

Include Chapter 2 on *Profile of the Proposing Firm(s)*:

This chapter shall include a brief description of the Firm's size as well as the proposed local organizational structure. Specifically, the Agency is interested in the potential for a long-term service relationship that would include financial stability. Include a discussion on the Firm's financial stability, capacity, and resources.

Additionally, this section shall include a listing of any lawsuit and/or subcontractor's litigation and the result of that action resulting from (a) any public project undertaken by the Firm or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

Include Chapter 3 on *Qualifications of the Firm*:

This chapter shall include a brief description of the Firm's and sub-contractor's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) and private sector (maximum of two) that includes a summary of the work performed, the total project cost, the percentage of work the Firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references.

Include Chapter 4 on *Work Plan*:

In this chapter, present a well-conceived service plan. This section of the proposal shall establish that the Firm's understanding of the Agency's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the required service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for transition to full operation. Please include a Service Level Agreement (SLA) terms outline for support requests.

Include Chapter 5 on *Proposed Innovations*:

The Firm may also suggest technical or procedural innovations that have been used successfully on other engagements and that may provide the Agency with better service delivery. In this chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the Agency's assessment of the Proposal. Focus primarily on cost-saving or efficiency-enhancing innovations. Include any performance-measuring matrix proposals as well.

Include Chapter 6 on *Proposal Costs Sheet and Rates*:

In this chapter include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the Agency.

In addition, include the costs for extra after-hours services or any other services that are considered optional additions.

Attachment A
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management person responsible for direct contact with the Agency and services required for this Request for Proposal (RFP):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Person responsible for day-to-day servicing of the account:

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

Attachment B
Sample of West-Comm Contract Services Agreement

WEST CITIES POLICE COMMUNICATIONS CENTER
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this 1st day of January 2024 (“Effective Date”), by and between the WEST CITIES POLICE COMMUNICATIONS CENTER, a California Joint Powers Authority, (“West-Comm”) and _____, a _____, (“Firm”). West-Comm and Firm are sometimes hereinafter individually referred to as a “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. West-Comm has determined that it requires the services of a qualified firm to provide Information Technology Management Services, as specified in West-Comm RFP No. _____, released September _____, which is incorporated herein by reference (“Project”).

B. Firm has submitted to West-Comm a written proposal, dated _____, 2023, to provide the required Project Services.

C. Firm represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the required Project Services to West-Comm and has agreed to do so as set forth herein.

D. West-Comm desires to engage Firm to provide such Project Services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the proposal, dated _____, 2023, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Firm represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Firm

represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of West-Comm.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement, RFP No. ____ and the Scope of Services, such inconsistency shall be resolved by applying the provisions in the highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; (2nd) RFP No. ____; and (3rd) the Scope of Services.

1.2 Compliance with Law. All Project Services shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of West-Comm and any federal, state or local governmental agency of competent jurisdiction. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm shall defend, indemnify, and hold West-Comm, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 Licenses and Permits. Prior to performing any Project Services, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Firm represents and warrants to West-Comm that Firm shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Firm to perform the Project Services. Firm shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Firm's performance of the Project Services, and shall defend, indemnify, and hold the West-Comm, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services.

1.4 Familiarity with Work. By executing this Agreement, Firm warrants that Firm (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 Care in Performance of Project Services. Firm shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or

property, until acceptance of the Project Services by the West-Comm, except such losses or damages as may be caused by West-Comm's own negligence.

1.6 Non-Exclusive Agreement. Firm acknowledges that West-Comm may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Firm further acknowledges that West-Comm may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the rates and charges set forth in the Scope of Services in an amount not to exceed _____ Dollars (\$ _____). The maximum amount of West-Comm's payment obligation under this Agreement is the amount specified in this section.

2.2 Method of Payment. In any month in which Firm wishes to receive payment, Firm shall no later than first working day of such month, submit to the West-Comm, in a form approved by the West-Comm Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Firm and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the West-Comm. Within thirty (30) calendar days of receipt of invoice, West-Comm shall pay all undisputed amounts included on the invoice.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the West-Comm, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Firm's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the West-Comm Board of Directors for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the West-Comm.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Firm is an essential condition of this Agreement.

3.2 Schedule of Performance. Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the West-Comm shall not be obligated to grant any such extension.

3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Firm (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the West-Comm, if Firm, within ten (10) calendar days of the commencement of such delay, notifies the West-Comm Manager in writing of the causes of the delay. The West-Comm Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the West-Comm Manager such delay is justified. The West-Comm Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Firm be entitled to recover damages against the West-Comm for any delay in the performance of this Agreement, however caused, Firm's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of three (3) years, ending on January 1, 2022 ("Initial Term"). Prior to the expiration of the Initial Term, or any subsequent renewal term, West-Comm may exercise, at its sole discretion, an option to extend the Agreement for up to two (2) additional one-year terms.

4. COORDINATION OF PROJECT SERVICES

4.1 Firm's Representative. The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: _____. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for West-Comm to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

4.2 West-Comm's Contract Officer. The West-Comm's Contract Officer shall be Kasandra Edwards, Police Communications Director or her designee. It shall be the Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm shall refer any decisions which must be made by West-Comm to the Contract Officer. Unless otherwise specified herein, any approval of West-Comm required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the West-Comm required hereunder to carry

out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Firm, its principals and employees, were a substantial inducement for West-Comm to enter into this Agreement. Therefore, Firm shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of West-Comm. Firm shall not contract with any other entity to perform the Project Services without prior written consent of West-Comm. If Firm is permitted by West-Comm to subcontract any part of this Agreement, Firm shall be responsible to West-Comm for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and West-Comm. All persons engaged in the performance of Project Services will be considered employees of Firm. West-Comm will deal directly with and will make all payments to Firm. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of West-Comm. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Firm, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Firm or any surety of Firm from any liability hereunder without the express written consent of West-Comm.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Firm a West-Comm employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity West-Comm and shall not act as West-Comm officers or employees. Firm will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither West-Comm nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, its officers, employees or agents, shall not maintain a permanent office or fixed business location at West-Comm's offices. West-Comm shall have no voice in the selection, discharge, supervision, or control of Firm's officers, employees, or agents or in fixing their number, compensation, or hours of service. Firm shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. West-Comm shall not in any way or for any purpose be deemed to be a partner of Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

4.4.2 Firm shall not incur or have the power to incur any debt, obligation, or liability against West-Comm, or bind West-Comm in any manner.

4.4.3 No West-Comm benefits shall be available to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Firm as provided for in this Agreement, West-Comm shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. West-Comm shall not be liable for compensation or indemnification to Firm, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the West-Comm has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm shall defend, indemnify, and hold harmless West-Comm from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the West-Comm, Firm shall indemnify, defend, and hold harmless West-Comm against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Firm or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the West-Comm.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Firm and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by West-Comm, including but not limited to eligibility to enroll in PERS as an employee of West-Comm and entitlement to any contribution to be paid by West-Comm for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Firm shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to West-Comm, all insurance required under this section. Firm shall not commence any Project Services unless and until it has provided evidence satisfactory to West-Comm that it has secured all insurance required under this section. If Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Firm shall obtain and maintain in full force and effect during the term of this Agreement, including any

extension thereof, the following policies of insurance:

5.2.1 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm's profession with per-claim and aggregate limits of no less than Two Million Dollars (\$2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

5.2.1.2 If the PLI policy is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section 5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the West-Comm.

5.2.1.3 If the PLI policy is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to the West-Comm, to ensure PLI coverage during the entire course of performing the Project services.

5.2.1.4 Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and the West-Comm shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

5.2.2 Commercial General Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01 written on a per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of no less than One Million Dollars

(\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate. The policy shall not contain any endorsements or provisions limiting coverage for (1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against another, or (3) contain any other exclusion contrary to the Agreement.

5.2.3 Automobile Liability Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per occurrence basis, covering Code 1 (any auto), or if the Firm has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000.00) for each occurrence covering bodily injury and property damage.

5.2.4 Workers' Compensation Insurance. Firm shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Firm agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the West-Comm, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Firm shall also obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Notwithstanding the foregoing, Firm shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Firm provides written verification to the West-Comm that Firm does not have any employees.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M. Best's Key Rating Guide, except that the West-Comm will accept workers' compensation insurance from the State Compensation Fund. In the event the West-Comm determines that the work or Project Services to be performed under this Agreement creates an increased or decreased risk of loss to the West-Comm, the Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the West-Comm. Firm shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the West-Comm for written approval. Required insurance policies shall contain the following provisions, or Firm shall provide endorsements on forms approved by the West-Comm to add the following provisions to the insurance policies:

5.4.1 CGL and Auto Liability Endorsements. The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed

as follows:

5.4.1.1 Additional Insured. The West-Comm, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 Additional Insured Endorsements. Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Firm, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 Primary and Non-Contributing Insurance. Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the West-Comm, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 Waiver of Subrogation. Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the West-Comm, its officials, officers, employees, agents and volunteers, or shall specifically allow Firm or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Firm hereby agrees to waive its own right of recovery against the West-Comm, its officials, officers, employees, agents and volunteers, and Firm hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 Notice of Cancellation. Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the West-Comm. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Firm’s failure to pay the insurance premium, the notice provided by the insurer to West-Comm shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided “in accordance with the policy terms” or words to that effect is inadequate to meet the requirements of this section.)

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the West-Comm in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the West-Comm in the West-Comm's sole and absolute discretion.

5.6 Evidence of Coverage. Concurrently with the execution of the Agreement, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm shall promptly furnish, at West-Comm’s request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents West-Comm may require to verify coverage.

5.6.1 Required insurance policies shall not be in compliance if they include any

limiting provision or endorsement that has not been submitted to the West-Comm for written approval.

5.6.2 Authorized Signatures. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 Renewal/Replacement Policies. At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the West-Comm. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Firm shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the West-Comm evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Firm may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the West-Comm to inform Firm of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the West-Comm nor does it waive any rights hereunder.

5.9 Insurance for Subconsultants. Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm's insurance policies; or (2) Firm shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the West-Comm, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Firm shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to West-Comm that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Firm shall provide immediate written notice to West-Comm if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured

retention is increased.

5.10.2 All insurance coverage and limits provided by Firm and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the West-Comm or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the West-Comm and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Firm agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Firm, provide the same minimum insurance coverage required of Firm. Firm agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Firm agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the West-Comm for review.

5.10.6 Firm agrees to provide immediate written notice to West-Comm of any claim, demand or loss against Firm arising out of the work or Project Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Firm shall defend (at Firm's sole cost and expense with legal counsel reasonably acceptable to West-Comm), indemnify and hold the West-Comm, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Firm, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Firm are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Firm.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the West-Comm, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. REPORTS AND RECORDS

7.1 Records. Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Firm shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of West-Comm and shall be promptly delivered to West-Comm upon request of the Contract Officer or upon the termination of this Agreement, and Firm shall have no claim for further employment or additional compensation as a result of the exercise by West-Comm of its full rights of ownership of the documents and materials hereunder. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm shall ensure that all of its subconsultants and subcontractors shall provide for assignment to West-Comm of any documents or materials prepared by them, and in the event Firm fails to secure such assignment, Firm shall indemnify West-Comm for all damages resulting therefrom.

7.4 Release of Documents. Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Firm, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted

both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Firm covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of West-Comm shall be deemed to waiver or render unnecessary West-Comm's consent to or approval of any subsequent act of Firm. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. West-Comm reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Firm, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 Termination for Default of Firm.

8.6.1 Firm's failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm shall have ten (10) calendar days, or such longer period as West-Comm may designate, to cure the default by rendering satisfactory performance. In the event Firm fails to cure its default within such period of time, or if such default is not capable of being cured, West-Comm shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which West-Comm may be entitled at law, in equity, or under this

Agreement. Firm shall be liable for any and all reasonable costs incurred by West-Comm as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any West-Comm right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit West-Comm's right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Firm to fulfill its obligations under this Agreement, West-Comm may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Firm shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and West-Comm may withhold any payments to Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm's liability for completion of the Project Services as provided herein.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars (\$250.00) per hour.

9. WEST-COMM OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of West-Comm Officers and Employees. No officer or employee of the West-Comm shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by the West-Comm or for any amount which may become due to the Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Firm covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Firm shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality. Information obtained by Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by West-Comm or Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm shall defend at its expense any claim or suit against West-Comm on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is promptly notified in writing of the suit or claim and given authority, information and assistance at Firm's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Firm. However, Firm will not indemnify West-Comm if the suit or claim results from West-Comm's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Firm shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Firm shall not be obligated to indemnify West-Comm under any settlement made without Firm's consent or in the event West-Comm fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Firm's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Firm, at no expense to West-Comm, shall obtain for West-Comm the right to use and sell the item, or shall substitute an equivalent item acceptable to West-Comm and extend this patent and copyright indemnity thereto.

10.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [Name of Selected Firm].

To West-Comm:

Kasandra Edwards, Police Communications Director
West Cities Police Communications Center
911 Seal Beach Blvd
Seal Beach, CA 90740
kedwards@west-comm.org

With copy to:

Michael S. Daudt, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@woodruff.law

To Firm:

Name of Selected Firm
Street
West-Comm, State, Zip Code
Email

10.4 Entire Agreement; Amendments in Writing. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.5 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.6 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.7 Third Party Beneficiary. Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.8 Recitals. The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.9 Prevailing Wages. Firm is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"). Firm agrees to fully comply with all applicable federal

and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm hereby agrees to defend, indemnify, and hold the West-Comm, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.0 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“West-Comm”

West Cities Police Communications Center

By: _____
Jordan Nefulda
Chair

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
General Counsel

By: _____
Kasandra Edwards
Secretary

“Firm”

Name of Selected Firm

By: _____
Name
Title

EXHIBIT "A"

FIRM'S PROPOSAL/ SCOPE OF SERVICES
