CITY OF FRESNO
City Clerk's Office (Original)

DECCAN INTERNATIONAL
Save Money, Save Lives

City of Fresno (A California Municipal Corporation)

Master Support Agreement

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Deccan International™
5935 Cornerstone Court West
San Diego, California 92121
PHONE: 858.764.8400
FAX: 858.764.8401

Change History

Version	Date Published	Published By	Notes
1.0	05/25/2010	Amber D. Myrick – Deccan International	Base Version

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This Master Support Agreement (this "Agreement") is entered into this 30th day of Sept., 2010 (the "Effective Date"), by and between **The City of Fresno, a California municipal corporation** (the "Client") and Deccan International, a California corporation having its primary place of business at 5935 Cornerstone Court West, Suite 230, San Diego, CA - 92126 ("Deccan").

WHEREAS, the Client has determined that it desires to obtain from Deccan certain support services relating to a computer automated system previously implemented by Deccan for the Client; and

WHEREAS, Deccan is qualified to provide the support services specified in this Agreement and, subject to the terms and conditions set forth in this Agreement, Deccan desires to provide such support services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Client and Deccan hereby agree as follows:

1. Definitions

Capitalized terms used herein and in any exhibit hereto shall have the definitions set forth on Exhibit 1 attached hereto and incorporated herein by this reference, unless otherwise defined herein.

2. Scope of Work

2.1. Basic Support. Subject to the terms and conditions set forth in this Agreement, Deccan shall provide the following support for the Covered Applications ("Basic Support").

(a) Application Errors. Deccan will correct Errors in any of the Covered Applications discovered by the Client during the term of this Agreement, provided (a) the Client provides all information regarding such Error that may be requested by Deccan in accordance with Section 5.1 hereof (Technical Service Requests], (b) such Error is reproduced by the Client in accordance with Section 5.7 hereof (Error Reproduction), and (c) the Client has provided Deccan with remote access to the System as required under Section 5.2 hereof (Remote Access).

(b) Client Support Center. Deccan will provide telephone support for operational and technical assistance. Support for applications will be available during Deccan's normal support hours of 9:00 a.m. to 5:00 p.m. pacific time (not including weekends and Deccan holidays).

(c) Project Manager. Deccan will designate, a single individual, to act as Project Manager for purposes of coordinating technical support as set forth herein (the "Project Manager"). The Project Manager shall ensure Deccan's compliance with, and shall coordinate appropriate schedules in connection with, its obligations set forth herein. Deccan may change the individual designated hereunder by providing the Client with advance written notice designating the new individual authorized to act as the Project Manager.

2.2. Bi-Annual Data Updates. Deccan applications require latest CAD and Map data in order to provide Client with accurate decision support. Deccan will update this data biannually

2.3. Enhancements. From time to time, the Client may request Deccan to provide under this Agreement services and materials to furnish, install and implement an Enhancement. Deccan reserves the right to implement these enhancements (upon approval) at no additional charge or at a fixed price quoted and negotiated with, and approved in writing by, the Client for which an appropriation has been made.

2.4. Out of Scope Services. From time to time, the Client may request Deccan to provide under this Agreement certain Out of Scope Services. Deccan shall be under no firm obligation to perform any Out of Scope

Services, but shall undertake to make a good faith effort to perform such services to the extent that it is capable of doing so without substantially interfering with its other obligations under this Agreement or with its obligations to its other clients. Any Out of Scope Services shall be provided, at Deccan's option, on a fixed-quote basis with payment milestones or on a time and material basis at Deccan's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred. No Out of Scope Services shall be provided under this Agreement unless: (a) this Agreement is amended as necessary or appropriate to incorporate the terms relating to the Out of Scope Services; (b) those terms are attached to this Agreement as a new exhibit and, except as specifically set forth therein, are subject to the terms of this Agreement; and, (c) those terms include agreed-to criteria regarding completion of the work, if applicable.

3. Term

The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with its terms.

4. Fees and Payment

4.1. Annual Support Fees

(a) Basic Support. The Client shall pay an annual fee for Basic Support for each of the Covered Applications. The amount of such annual fee shall be set forth on Exhibit 2 attached hereto and incorporated herein by this reference and shall be paid in advance on or prior to the expiration of any Warranty Period applicable to such Covered Application and, thereafter, on each Payment Date during the term of this Agreement.

(b) Enhancements and Out of Scope Services. Payment shall be as stated in the applicable Enhancement/Out of Scope Services proposal.

4.2. Invoices. Invoices pursuant to Section 4.1 hereof shall be payable on or prior to the later of (i) each Payment Date during the term of this Agreement, or (ii) receipt, unless otherwise specifically provided herein.

4.3. Consequences of Late Payment. Failure to pay any amount owing hereunder when such amount is due shall constitute a material default under this Agreement and would result in the termination of this Agreement in all or part, if such default is not cured within 30-days after notice of default by Deccan. The Client shall reimburse Deccan for all collection fees, including reasonable attorneys' fees and expenses, incurred by Deccan in connection with the collection of any amount owing hereunder. Deccan reserves the right to charge the Client an administrative fee to reinstate any part of its support that has lapsed due to nonpayment. The administrative fee shall equal ten percent (10%) of the then-current annual support fee for the lapsed support.

5. Client Responsibilities

5.1. Technical Service Request. The Client shall provide all information reasonably requested by Deccan necessary to complete its Technical Service Request form for each request for technical services, Enhancements, and Out of Scope Services.

5.2. Remote Access. Client shall provide during the term of this Agreement a high-speed data connection and any other networking equipment to provide Deccan remote access to the System. Deccan shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Deccan shall use the data connection solely in connection with the provision of its services hereunder. The Client may be required to run tests deemed necessary by Deccan following each remote access as requested by Deccan. The high-speed data connection may be shared with other hardware and software vendors, provided such sharing shall not unreasonably interefere with Deccan's performance under this Agreement.

5.3. Data Input. The Client shall enter, update and maintain the input data as required for satisfactory operation of the Covered Applications, and be responsible for the accuracy of all Client-provided data.

5.4. System Security. The Client shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

5.5. Database Change Authorization. Client shall maintain a system to ensure that only authorized personnel have the ability to make changes to the Client's database and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Deccan Client Support. Deccan cannot assist Client personnel other than those on the most current list.

5.6. Authorized Client Representative. The Client shall designate a single individual to act as the Client's authorized representative for purposes of this Agreement (the "Client Representative"). Such individual (a) must be authorized to act on the Client's behalf with respect to all matters relating to this Agreement; (b) and (b) shall coordinate appropriate schedules in connection with Deccan's services under this Agreement. The Client may change the individual designated hereunder by providing Deccan advance written notice designating the new individual authorized to act as the Client Representative.

5.7. Error Reproduction. Upon detection of any Error in any of the Covered Applications, the Client shall provide Deccan a listing of input, resulting output and any other data, including databases that Deccan may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

6. Exclusions

6.1. Unauthorized Modifications. Deccan is under no obligation to correct any Error in any of the Covered Applications if the Error is due to a modification or alteration to such Covered Application in violation of the terms of the Software License Agreement or relates to any portion of such Covered Application that has been affected by software not developed and/or installed by Deccan. Deccan is under no obligation to correct any problems caused by any modification or alteration to any component of the System or to the System Configuration in violation of the terms of this Agreement or caused by software or hardware not developed and/or installed by Deccan. If requested by the Client, Deccan will provide technical support services to resolve such problems pursuant to Section 2.4 hereof (Out of Scope Services).

6.2. Unauthorized Use. Deccan is under no obligation to correct any Error in any of the Covered Applications or any problems with any other component of the System if such Error or other problem is caused by (a) accident, neglect, misuse or abuse on the part of any party other than Deccan; or (b) use of any of the Covered Applications or any other component of the System for any purpose other than that for which it was originally acquired. If requested by the Client, Deccan will provide technical support services to resolve such problems pursuant to Section 2.4 hereof (Out of Scope Services).

6.3. Third-Party Products. Deccan shall have no responsibility for correcting or resolving any errors, defects or failures in any Third-Party Products. Deccan's only obligation with respect to such Third-Party Products is to assist with the coordination of support services with the appropriate third-party vendor to the extent such support services are available to the Client.

6.4. General Disclaimer. DECCAN AGREES THAT THE LICENSED APPLICTIONS WILL BE INSTALLED AT THE CLIENT'S AUTHORIZED SITES ACCORDING TO THE STATEMENT OF WORK. DECCAN WILL ALSO INSURE THAT THE LICENSED APPLICATIONS WILL FUNCTION IN ACCORDANCE TO THE STATEMENT OF WORK PROVIDED TO THE CLIENT.

7. Informal Dispute Resolution

7.1 The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 7.1.

(a) If either party (the "Disputing Party") disputes any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, that party shall bring the matter to the attention of the other party at the earliest possible time in order to resolve such dispute.

(b) If such dispute is not resolved by the Project Manager responsible for the subject matter of the dispute within ten (10) business days, the Disputing Party shall deliver to the first level of representatives below a written statement (a "Dispute Notice") describing the dispute in detail.

(c) Receipt by the first level of representatives of a Dispute Notice shall commence a time period within which the respective representatives must exercise their best effort to resolve the dispute. If the respective representatives cannot resolve the dispute within the time period set forth in the table below, the dispute shall be escalated to the next higher level of representatives in the sequence as set forth below.

(d) If the parties are unable to resolve the dispute in accordance with the escalation procedures set forth below, the parties shall submit the dispute to non- binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Supplementary Procedures for Large, Complex Disputes then in effect. The arbitrator's decision shall be supported by written findings of fact and conclusions of law. The parties will participate and attempt to resolve the issues. Notwithstanding the foregoing, the parties understand and agree that the arbitration will be non-binding and conducted in Fresno, California by an arbitrator mutually agreeable to each party; and the parties will share equally the costs and fees for said arbitration.

Escalation Timetable (Business Days)	Deccan Representative	Client Representative
0 to 5th	Director of Project Management	Fire Chief Designee
6th to 10th	Vice-President	Fire Chief
11th to 15th	President	City Manager

7.2 Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures set forth in Section 7.1 hereof, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.

8 **Termination**

8.1 **Termination for Failure of License.** In the event that the license relating to any of the Covered Applications is terminated or becomes unenforceable for any reason, Deccan's obligation to provide any support hereunder for such Covered Application shall immediately and automatically terminate.

8.2 **Termination for Payment Defaults.** In the event that the Client fails to pay when due all or any portion of the annual fees required under Section 4.1 hereof (Annual Support Fees), and such failure is not timely cured in accordance with Section 4.3 hereof (Consequences of Late Payment), Deccan may

immediately with further notice to the Client, terminate this Agreement or suspend all or any portion of the services hereunder for all or any portion of the Covered Applications until the Client's account is brought current.

8.3 Termination for Other Defaults. Subject to completion of the dispute resolution procedures set forth in Section 7.1 hereof (Informal Dispute Resolution), in the event that either party hereto materially defaults in the performance of any of its obligations hereunder (other than payment defaults covered under Section 8.2 hereof), the other party may, at its option, terminate this Agreement, by providing the defaulting party thirty (30) days' prior written notice of termination, which notice shall identify and describe with specificity the basis for such termination. If, prior to the expiration of such notice period, the defaulting party cures such default to the satisfaction of the non-defaulting party, termination shall not take place.

8.4 Termination Without Cause. Client may terminate this Agreement without cause by providing the Deccan at least ninety (90) days' prior written notice of termination. After expiration of the fourth year of this Agreement, Deccan may terminate this Agreement without cause by providing the client at least ninety (90) days' prior written notice of termination. The effective date for any termination pursuant to this Section 8.4 shall be the next occurring Payment Date.

8.5 Consequences of Termination. Upon termination of this Agreement for whatever reason, Deccan shall be under no further obligation to provide support or any other services hereunder

9. Governing Law

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of California without giving effect to the choice of law principles thereof.

10. Venue

All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the County of Fresno in the State of California. Each party hereby agrees to submit to the personal jurisdiction of those courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

11. Amendment

No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument referencing this Agreement signed by duly authorized representatives of each of the parties hereto.

12. Force Majeure

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement (and the failure or delay will not be deemed a default of this Agreement or grounds for termination) if both of the following conditions are satisfied: (1) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (2) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"). The non-performing party will be excused from any further performance of those obligations

under this Agreement affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two (2) business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

13. Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government properly exercising jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

14. Entire Agreement

This Agreement in combination with the Software License Agreement and Statement of Work sets forth the final, complete and exclusive agreement and understanding between Deccan and the Client relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Deccan shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Client in connection with this Agreement and any such terms and conditions shall have no force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Deccan shall bind Deccan or be enforceable by the Client unless specifically set forth in this Agreement.

15. Notices

All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

If to Deccan:

Deccan International
5935 Cornerstone Court West, Suite 230
San Diego, California 92126
Attention: President
Phone: 858-764-8400
Fax: 858-764-8401

If to the Client:

Name of Agency: City of Fresno
Attention: Fire Chief
Address: 911 H Street, Fresno, CA 93721
Phone: 559-621-4000
Fax: 559-498-4261

16. Construction

The paragraph and section headings used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

17. Counterparts

This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and both of which shall constitute one and the same document.

18. Attorney's Fees.

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

19. No Third Party Beneficiaries.

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties authorized agents have executed this Agreement at Fresno, California, the day and year first above written.

City of Fresno,
a California municipal corporation

By: Randy R. Bruegman
Name: RANDY R. BRUEGMAN
Title: FIRE CHIEF

Deccan International,
a California corporation

By: Larisa Savenok
Name: Larisa Savkina
Title: Controller

ATTEST:
Rebecca E. Klisch
City Clerk

By: Cindy Bruer 10/6/10
Deputy

APPROVED AS TO FORM:
James C. Sanchez
City Attorney

By: 9/24/10
Nancy A. Algier Date
Senior Deputy

CITY:

Fresno Fire Department
911 H Street
Fresno, CA 93721

EXHIBIT 1
To
Master Support Agreement

DEFINITIONS

This Exhibit is attached to, incorporated into, and forms a part of the Master Support Agreement, dated _____, 2010, between Deccan and the Client (herein referred to as the "Agreement"). Capitalized terms used in the Agreement or any exhibit thereto shall have the definitions set forth herein unless otherwise defined in the Agreement. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

1. **"Project Manager"** is defined in Section 2.1(c) (Project Manager) of the Agreement.

2. **"As-Built Specifications"** shall mean, with respect to any of the Covered Applications, the specifications for such Covered Application delivered to the Client upon the Client's acceptance of such Covered Application, as the same may be modified or supplemented from time to time to reflect Enhancements provided hereunder.

3. **"Authorized Server"** shall mean, with respect to any of the Covered Applications, the server identified as corresponding to such Covered Application on Exhibit 2 attached to the Agreement and incorporated therein by reference. Exhibit 2 does not provide for identification of Server.

4. **"Authorized Site"** shall mean, with respect to any of the Authorized Servers, the address and room number identified as corresponding the such Authorized Server on Exhibit 2 attached to the Agreement and incorporated therein by reference.

5. **"Basic Support"** is defined in Section 2.1 (Basic Support) of the Agreement.

6. **"Client"** is defined in the preamble to the Agreement.

7. **"Client Representative"** is defined in Section 5.6 (Authorized Client Representative) of the Agreement.

8. **"Covered Application"** shall mean each software application developed by Deccan in accordance with the As-Built Specifications relating thereto which application is identified as a Covered Application on Exhibit 2 attached to the Agreement and incorporated therein by reference, including all Maintenance Modifications thereto, all Derivative Works thereof, and all related Documentation.

9. **"Derivative Works"** shall mean, with respect to any Covered Application, any translation, abridgement, revision, modification, or other form in which such Covered Application may be recast, transformed, modified, adapted or approved after the Effective Date.

10. **"Dispute Notice"** is defined in Section 7.1 (Informal Dispute Resolution) of the Agreement.

11. **"Disputing Party"** is defined in Section 7.1 (Informal Dispute Resolution) of the Agreement.

12. **"Documentation"** shall mean, with respect to any Covered Application, those printed instructions, manuals, and diagrams pertaining to and furnished with such Covered Applications.

13. **"Effective Date"** is defined in the preamble to the Agreement.

14. **"Enhancement"** shall mean, with respect to any Covered Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new

functions to, such Covered Application and that is integrated with such Covered Application after the Effective Date, or that is related to a given Covered Application but offered separately by Deccan after the Effective Date.

15. "Enhancement Terms" shall mean, with respect to any Enhancement provided pursuant to the Agreement, the mutually negotiated terms and conditions specifically relating to an Enhancement and included as part of the Agreement in accordance with Section 2.3 (Enhancements) thereof.

16. "Error" shall mean, with respect to any Covered Application, a defect in the Source Code or Object Code for such Covered Application that prevents such Covered Application from functioning in substantial conformity with the As-Built Specifications pertaining thereto.

17. "Maintenance Modification" shall mean, with respect to any Covered Application, a computer software change integrated with such Covered Application during the term of the Agreement to correct any Errors therein, but that does not alter the functionality of such Covered Application or add new functions thereto.

18. "Out of Scope Services" shall consist of any services provided under this Agreement that are outside the scope of those services specifically and expressly identified under, and provided pursuant to, Section 2,1 (Basic Support) or Section 2.3 (Enhancements) of the Agreement.

19. "Payment Date" shall mean a specific annual date that is agreed to between the Client and Deccan.

20. "Software License Agreement" shall mean any software license agreement between Deccan and the Client pursuant to which Deccan has granted a limited license to use the Covered Applications in accordance with the terms and conditions thereof, as the same may be amended or otherwise modified from time to time.

21. "Source Code" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

22. "System" shall mean the Client's computer automated system consisting of the Covered Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Covered Applications, any Communications Interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

23. "System Configuration" shall mean the configuration for the CAD System other than the Covered Applications existing as of the Effective Date together with any modifications or alterations thereto permitted hereunder, including without limitation the configuration of the Authorized Servers, any operating system installed on any of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Covered Applications, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Server, workstation or network communications equipment located at any of the Authorized Sites.

24. "Deccan" is defined in the preamble to the Agreement.

EXHIBIT 2
To
Master Support Agreement

COVERED APPLICATIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated _____, 2010. between the Client and Deccan (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Deccan will provide the Basic Support described in Section 2.1 (Basic Support) of the Agreement for the software applications identified in the table below. The annual fee for such support shall be as set forth in the table below.

CLIENT – City of Fresno

Covered Application	Annual Fee
CAD/ADAM YEAR 2	$9,000
CAD/ADAM YEAR 3	$9,000
CAD/ADAM YEAR 4	$9,900
CAD/ADAM YEAR 5	$9,900
	$37,800

Authorized Site

-- This Exhibit will be completed during System Implementation --

DECCAN INTERNATIONAL
Save Money, Save Lives

Fresno Fire Department

CAD Analyst and ADAM Statement of Work

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Deccan International™
5935 Cornerstone Court West
San Diego, California 92121
PHONE: 858.764.8400
FAX: 858.764.8401

Change History

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1.0	05/05/2010	Amber D. Myrick – Deccan International	Base Version
1.1	07/21/2010	Amber D. Myrick – Deccan International	Revised Version

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1. PURPOSE OF STATEMENT OF WORK

This statement of work has been created to define the work to be performed by Deccan International for the Fresno Fire Department hereinafter referred to as "THE CLIENT", build Deccan International's CAD Analyst and ADAM applications.

Section 2 provides an overview of the applications mentioned above. Section 3 describes the project implementation plan for the applications. Section 4 describes the upgrades and updates Deccan would provide as a part of maintenance. Occasionally, THE CLIENT might require additional tasks on top of what is being offered as part of this document. These additional tasks are detailed in Section 5 and would come at an additional cost quoted by Deccan. Section 6 describes the project management, training, and installation services offered by Deccan.

2. APPLICATIONS OVERVIEW

As a part of the current scope of work, Deccan offers a pair of strategic planning applications, namely **CAD Analyst** and **ADAM** (Apparatus Deployment Analysis Module) to THE CLIENT.

The above is being referenced to as the proposed CAD Analyst & ADAM solution throughout this document.

Deccan offers its solutions turnkey, including processing data, processing maps, and configuring the applications in a manner that THE CLIENT can immediately start using them upon delivery. Below is a brief description of the applications.

CAD Analyst

CAD Analyst is an analytical tool designed to work with historical incident and response data from a Computer Aided Dispatch (CAD) and/or Records Management System (RMS). The application measures critical performance criteria as it relates to workload distribution and response time performance.

CAD Analyst has the following features:

- A Workload and Response Performance calculator that permits a user to specify the specific days-of-the-week, times-of-the-day, seasons of the year, incident type groups etc... of interest for analysis. CAD Analyst then extracts the incidents satisfying the above selection criteria and displays their density thematically in the form of a color coded map.
- Average performance buttons that let a user look at specific response type performances such as average response times for first unit, first EMT, first paramedic on scene. The performances are thematically displayed in a color-coded map where green means acceptable performance and red indicates unsatisfactory performance.

- Percentage performance button that thematically displays percentage compliance towards performance targets.
- Zoom button that lets a user zoom into a particular area of interest and view all the incidents in that area. Each incident is color coded with a symbol. The user can then click on the symbol to get all details on that incident including incident number, date of incident, location, etc.
- User can print screens or save screens to be used for presentations or documentation.

CAD Analyst Optional Features

CAD Analyst has the following optional features that may be purchased at an additional cost. If THE CLIENT has opted to purchase any of these features, this is so indicated with an "x" in the corresponding box.

☒ **Auto Data Updater**

The Auto Data Updater is an enhancement module which allows departments to quickly and automatically update CAD/RMS data in CAD Analyst. The departments, as and when required, can update the CAD/RMS data on-demand just by the click of a button. This feature can be used to maintain the most recent CAD/RMS data and provide a more rapid update of CAD Analyst. *(Regular maintenance updates are still performed bi-annually).*

☐ **Multiple PDG Sets**

Multiple PDG Sets allow the user to view performance results based on any one of the multiple PDGs that exist in the application. Departments may have a need to view performance not just on one level (i.e., Station First Due areas), but on multiple levels (i.e., Battalions, Zip Code areas, City Council district). Now in CAD Analyst and ADAM, the user has the ability to classify their service area into multiple PDGs (Pre-Defined Groupings).

ADAM

ADAM (Apparatus Deployment Analysis Module) is a modeling tool utilized by a chief officer for purposes of modeling Fire/EMS station locations and/or resource placements. With ADAM the chief officer has the analytical tools needed to provide objective data for backing up recommendations to government administrators, public groups, etc. As stated in the attached quote, Deccan will configure ADAM based on 24 stations for THE CLIENT.

ADAM provides the following capabilities:

- Enables the user to create alternate Fire/EMS or Fire/EMS apparatus location scenarios by simply "dragging" apparatus with the mouse from one location to another.

- Recalculates and graphically displays response performance for each scenario created.
- Calibrates software so that response performance projections for the current location scenario closely match actual recorded performance.
- Color-codes the service area according to hazard type and whether response time goals are being met.
- Estimates response travel distance based on the street system and not "as the crow flies."
- Estimates call-to-scene times for new location scenarios based on past history only, not on assumptions about related items such as travel speed.
- Provides region-by-region data such as Workloads, Response order, Response Performance, and Hazard classification.
- Calculates both average and percentage response performance to various zones within the service area. An example of percentage performance is "Percentage compliance with response times less than 8 minutes."
- Displays response performances for both Fire/EMS and medical incidents.
- Enables user to delete, save and retrieve different analysis scenarios.

ADAM Optional Features

ADAM has the following optional features that may be purchased at an additional cost. If THE CLIENT has opted to purchase any of these features, this is so indicated with an "x" in the corresponding box.

☒ **Workload Based ADAM Configuration (Hypercube ADAM)**

Hypercube ADAM is a powerful enhancement to ADAM that enables users to project the impact of changing dispatch policies and changing commit times. For instance, a department may be interested in understanding how sending an additional engine on structure fire first alarms, or sending engines on additional EMS incident types, will impact their performance (i.e. changing dispatch policies). Or perhaps a department is considering implementing a new EMS field technique that could potentially increase ALS commit times. Hypercube ADAM is a powerful model that can project the impact of the above mentioned scenarios, displaying the projected runs and availability of units.

☐ **Department-Specific Runcards**

Dispatchers refer to preexisting station orders (Runcards) while dispatching units to every incident, based on the incident's location. A department may have specific business rules wherein this run order may be different than the closest station order. ADAM analyses can now take these department-specific station orders into consideration when projecting response times.

☒ **ADAM Optimization Configuration (Optimizer)**

The Optimizer is an added functionality in ADAM. The Optimizer takes ADAM a step further by automating the optimization process by performing the steps of evaluation and iteratively identifying better deployment scenarios without user

interference during optimization. The user provides the inputs and constraints, and orders the ADAM optimizer to find the best deployment of emergency resources simply by the click of a "Build Optimization" button. By automating the optimization process, the ADAM optimizer also considers deployment scenarios which potentially may be ignored in the manual optimization process.

☒ **Street Segment Optimization (Optimizer Extension)**

The Optimizer functions by providing the optimum deployment in ADAM, and then ADAM analyzes the scenario. However, sometimes departments may need assistance in identifying the optimum location for a new station. Or, an EMS department may lose an Ambulance and need to re-evaluate the locations of their Posts. The user can specify this optimization, in which the centers of all existing street segments can be considered as candidate locations.

☒ **Time Target Optimization (Optimizer Extension)**

The Optimizer functions by providing the optimum deployment in ADAM, and then ADAM analyzes the scenario. However, sometimes departments may need assistance in projecting the number of units necessary to achieve a given time target. Optimizer now allows the user to 'work backwards' to identify the minimum number of units necessary to achieve a given time target.

☒ **Geographical Constraints (Optimizer Extension)**

Occasionally departments have guidelines regarding the geographic area that certain units are able to travel within; thus, these units are only able to respond to incidents that occur within these boundaries. While optimizing a scenario, the user now has the ability to specify the boundary of a geographic region for specific units. The Optimizer will then take these geographical constraints into account when providing the optimal deployment.

☒ **Scenario Comparison**

This feature enables the user to perform comparison of two deployment scenarios. The maps are laid on top of each other and the user is able to see the difference in response performance.

☐ **Multiple Scenario Comparison**

This feature enables the user to quickly and easily compare the performance of multiple deployment scenarios. The user simply provides input regarding which response criteria to consider, as well as how to weight performance (based on Incidents or Coverage), and the scenarios are then ranked from "best to worst".

☐ **Multiple PDG Sets**

Multiple PDG Sets allow the user to view performance results based on any one of the multiple PDGs that exist in the application. Departments may have a need to view performance not just on one level (i.e., Station First Due areas), but on multiple levels (i.e., Battalions, Zip Code areas, City Council district). Now in CAD Analyst and ADAM, the user has the ability to classify their service area into multiple PDGs (up to 10 different PDGs).

3. PROJECT IMPLEMENTATION OVERVIEW

Deccan will first build CAD Analyst, then ADAM, and "deliver" the applications simultaneously. "Delivery" occurs when the applications are placed on Deccan's FTP site and are available for THE CLIENT to download. Each application includes up to 6 user licenses (up to 6 people in THE CLIENT department may use CAD Analyst and ADAM). If additional user licenses are required, Deccan will provide a separate cost estimate to THE CLIENT. The applications are table driven and hence require all THE CLIENT's relevant data, maps and business rules to be provided in the form of tables, we refer to as "configuration tables" or "code tables". The implementation plan involves understanding THE CLIENT field operations and accordingly building specific code tables. **Accuracy is of the essence while building these code tables and hence each phase involves dialog and feedback between THE CLIENT and Deccan to ensure that the code tables meet THE CLIENT's needs.** In the following section, Deccan briefly describes its requirements from the department point of contacts. Following this, Deccan describes its implementation plan. Each phase in the implementation plan is outlined with associated tasks and responsibilities.

3.1 The Client Point of Contact

Successful implementation of Deccan applications requires support from THE CLIENT. The support needed is primarily in the form of the ability to clarify questions and ensure that data is provided to Deccan in a timely fashion. As such, Deccan would like THE CLIENT to assign one primary point of contact with a diverse knowledge and skill set. The following outlines the skill requirements that Deccan sees fit for this point of contact to possess:

- Familiarity with data elements in the CAD data
- Knowledge of the incident types used in the CAD
- Knowledge of units responding to these incidents
- Knowledge of capabilities for the units responding to these incidents
- Knowledge of the locations that units respond from
- Familiarity with field operations
- Familiarity with GIS data
- Ability to identify performance criteria as well as performance targets to be used for analysis

3.2 Implementation Plan for CAD Analyst and ADAM

Deccan would build and deliver CAD Analyst and ADAM to meet THE CLIENT's requirements. The applications are built in two phases. After both applications are built, Deccan would provide training on both applications. The following are the steps associated with this timeline:

3.2.1 Phase I – Building CAD Analyst

During the first phase of the project, Deccan would work closely with THE CLIENT to retrieve the necessary CAD data required to build the applications. (Please see Appendix A for details.) CAD Analyst and ADAM require at least two years of historic CAD data. As a result, if THE CLIENT has changed CAD systems recently,

Deccan would require CAD data from the previous CAD system as well as the current CAD system.

Deccan would also work with THE CLIENT in obtaining necessary GIS data. (Please see Appendix B for details.)

Deccan would then use this data to build CAD Analyst. A list of tasks associated with building CAD Analyst is listed below. Estimated days for each task are contingent upon project size, complexity, extent of scope and requirement and would be handled on a project-by-project basis. Therefore, the chart below is an example of some tasks associated with building CAD Analyst and is subject to change.

	Tasks	Estimated days for each task	Estimated days from Project start date
1)	Obtaining the CAD data and Map/GIS data	1	1
2)	Converting the CAD into Deccan standard format	3	4
3)	Building draft unit- and incident type-related configurations tables using CAD data	2	6
4)	Obtaining feedback from department to finalize unit- and incident type-related configuration tables	3	9
5)	Working with department to build response criteria and time targets	2	11
6)	Pre-processing raw Map data into usable format for the applications	2	13
7)	Building the base configuration tables driving CAD Analyst	2	15
8)	Incorporating any revisions the department may request after review of configuration tables	2	17
9)	Splitting the service area into service area partitions with feedback from the department	2	19
10)	Building response zones for partitioning department's service area	1	20
11)	Geocoding all incidents from the CAD data	1	21
12)	Building CAD Analyst by combining the incidents, map layers and configuration tables	2	23
13)	Working with the department to set-up CAD Analyst scenarios	2	25

14)	Setting the display and print settings for the entire service area and all service area partitions	1	26
15)	Deccan In-House Testing	2	28
16)	Installation of CAD Analyst	1	29

3.2.2 Phase II – Building ADAM

During the second phase Deccan will complete the set-up and installation of ADAM. A list of tasks associated with building ADAM is listed below. Estimated days for each task are contingent upon project size, complexity, extent of scope and requirement and would be handled on a project-by-project basis. Therefore, the chart below is an example of some tasks associated with building ADAM and is subject to change.

	Tasks	Estimated days for each task	Estimated days from Project start date
1)	Revise configuration tables for ADAM based on feedback	2	31
2)	Understanding field operations for department	2	33
3)	Establishing ADAM response criteria	2	35
4)	Building ADAM scenario with current deployment scheme	2	37
5)	Obtaining Alternate workloads, streets and dispatch schemes	2	39
6)	Processing historical data to prepare for ADAM calibration	2	41
7)	ADAM Calibration	3	44
8)	ADAM Calibration tests	2	46
9)	Deccan In-House Testing	3	49
10)	Installing ADAM	1	50

3.2.3 Training

After both applications have been installed, Deccan would provide training sessions for both CAD Analyst and ADAM. These courses are required as a part of the installation process. All of Deccan's training is currently conducted remotely using the web via Microsoft LiveMeeting. Deccan will conduct training sessions for CAD Analyst and ADAM separately with a maximum of 5 attendees per session. Each training session may last up to 4 hours. A list of tasks associated with training CAD Analyst and ADAM is listed below.

	Tasks	Estimated days for each task	Estimated days from Project start date
1)	CAD Analyst Training	1	51
2)	ADAM Training	1	52

3.2.4 Timeline for Optional Features

If THE CLIENT has purchased any Optional Features (in either CAD Analyst or ADAM), additional days will be added to the Project timeline as indicated in the charts below. Estimated days for each task are contingent upon project size, complexity, extent of scope and requirement and would be handled on a project-by-project basis. Therefore, the charts below are examples of some tasks associated with building CAD Analyst and ADAM Optional Features and are subject to change.

CAD Analyst Optional Features

	Tasks	Estimated days for each task	Estimated days to add to Project timeline
Auto Data Updater			
1)	Auto Data Updater connection set-up - Getting proper information from client ("Source" and "Staging" databases created by client)	1	
2)	Auto Data Updater connection set-up - Getting proper information from client (Username/Password info./Granting Permissions to both databases)	1	
3)	Auto Data Updater connection set-up - Getting proper information from client (if required, VPN connections established)	1	
4)	Auto Data Updater - Coding and build by Deccan	5	
5)	Auto Data Updater - Testing on client's machine(s)	1	9
Multiple PDG Sets			
1)	Multiple PDG Sets build	2	
2)	Multiple PDG Sets testing	2	4

ADAM Optional Features

	Tasks	Estimated days for each task	Additional days to add to Project timeline
Workload Based ADAM Configuration (Hypercube)			
1)	Workload Based ADAM Configuration - Hypercube build	3	
2)	Workload Based ADAM Configuration - Hypercube testing	1	4
Department-Specific Runcards			
1)	Department-Specific Runcards coding	5	
2)	Department-Specific Runcards configuration	1	
3)	Department-Specific Runcards testing	1	7
ADAM Optimization Configuration (Optimizer)			
1)	ADAM Optimization Configuration - Optimizer build	1	
2)	ADAM Optimization Configuration - Optimizer testing	1	2
Street Segment Optimization (Optimizer Extension)			
1)	Street SegmentOptimization - Optimizer Extension build	1	
2)	Street Segment Optimization - Optimizer Extension testing	1	2
Time Target Optimization (Optimizer Extension)			
1)	Time Target Optimization - Optimizer Extension build & testing	1	1
Geographical Constraints (Optimizer Extension)			
1)	Geographical Constraints - Optimizer Extension build (Assumes constaints are provided by THE CLIENT in a Shape file)	2	
2)	Geographical Constraints - Optimizer Extension testing	1	3

Tasks	Estimated days for each task	Additional days to add to Project timeline
Scenario Comparison		
1) Scenario Comparison build & testing	1	1
Multiple Scenario Comparison		
1) Multiple Scenario Comparison build & testing	1	1
Multiple PDG Sets		
1) Multiple PDG Sets build	2	
2) Multiple PDG Sets testing	2	4

3.3 Payment Terms

Based on the attached cost proposal and above implementation, Deccan International proposes the following payment terms:

1/3 of total amount due at issuance of purchase order

1/3 of total amount due at the time of installation of CAD Analyst

1/3 of total amount due at the time of installation of ADAM

4. ANNUAL MAINTENANCE

Annual Maintenance for the CAD Analyst and ADAM applications begins immediately after the installation of CAD Analyst. All maintenance fees are payable at the installation of CAD Analyst. The services provided as part of the Annual Maintenance Plan are listed below.

4.1 Bi-Annual Data Updates of CAD Analyst and ADAM

Both CAD Analyst and ADAM utilize historic CAD data. As such, both applications are as current as the CAD data that resides in them. To keep the applications current, they need to be regularly updated with CAD data. This task involves, among others, identifying new units, incident types, and unit types in the new CAD data and updating the configuration tables to reflect them.

In CAD Analyst, incident data is cumulative and hence the user would be able to analyze and compare performance and workloads from the initial start date of CAD data through the latest date of the CAD data.

In ADAM, time-distance and probability-distances relationships would need to be updated using the latest CAD data. Using these, ADAM would thus be recalibrated to reflect performance closer to a department's current performance.

During these bi-annual updates THE CLIENT may also send updated mapping data to be incorporated into their refreshed application.

As part of the Annual Maintenance plan, these tasks would be performed bi-annually by Deccan. Quarterly and monthly maintenance cycles are also available for an additional cost.

4.2 Technical Support

As part of the maintenance plan, Deccan would provide technical support via telephone during normal business hours 0900 to 1700 Pacific Standard Time Monday thru Friday with the exception of holidays. Deccan will provide THE CLIENT with a list of Deccan-observed holidays upon THE CLIENT's request.

4.3 Applications Upgrades

As a part of its goals to ensure that its applications continue to meet client needs, Deccan would add features to its applications on a continual basis. As part of the Annual Maintenance plan, Deccan would offer the upgrade features (which are determined and voted on by clients at Deccan's annual Users Group Conference each year) during the maintenance cycle. However, any additional modules that are not part of these upgrade features would be available to the department for an additional cost.

5. ADDITIONAL SERVICES OFFERED

Occasionally, THE CLIENT may require additional tasks on top of what is being offered as part of this contract. These tasks would warrant an additional cost and Deccan would provide a fixed cost for such tasks on a case by case basis. Below are some of the standard additional tasks that Deccan clients have requested in the past. Any additional tasks required by THE CLIENT for which an appropriation has been made will be subject to a prior written amendment to the contract signed by the authorized representative(s) of each party.

5.1 Updates to Service Area

Deccan would currently model all department units within the service area for THE CLIENT in CAD Analyst and ADAM. The primary area of display and analysis would be THE CLIENT's service area. In ADAM, mutual aid stations/units may also be added or removed by the client, as long as the street network is capable of supporting access to these mutual aid stations. If there is a change in scope of the service area, i.e. THE CLIENT wishes to include certain additional stations or outside areas into its current service area, it would warrant an additional cost. Deccan would quote a fixed cost for this task.

5.2 Additional Application Update during Maintenance Cycle

In addition to its bi-annual maintenance updates, if a department wishes to update CAD Analyst or ADAM for a special situation during the year, Deccan would

propose exchanging this special update with the following bi-annual maintenance update. However, if THE CLIENT would like both regularly scheduled maintenance updates to be completed, Deccan would propose a one-time cost for this task.

5.3 Operational Changes in CAD Analyst and/or ADAM

The current perceptions of THE CLIENT's operations and response criteria chosen are represented in the code tables. Department operational changes such as new response protocols, changes to response criteria such as additions, deletions, edits etc., are included as a part of the applications' bi-annual maintenance updates. However, CAD Analyst currently supports a maximum of 42 response criteria and ADAM currently supports a maximum of 21 response criteria. Additional response criteria beyond these maximum limits would come at an additional cost to THE CLIENT. Also, if this change is requested by THE CLIENT outside the scheduled bi-annual maintenance update period, Deccan would either propose to move up the following bi annual maintenance update or provide a one-time cost for this task.

5.4 Modifying the Street Network/Additional QA

Deccan would not modify and / or correct the street network provided by THE CLIENT as part of the installation or maintenance procedure. Also, Deccan would not do an extensive QA of the street network as part of installation or maintenance. The above services are available at an additional cost to THE CLIENT.

5.5 Alternate Street Networks

Deccan will build scenarios in ADAM with a maximum of 1 alternate street network per year if required as part of regular maintenance. However, Deccan encourages THE CLIENT to build scenarios using alternate street networks. If requested by THE CLIENT, Deccan will provide material and guidance for the same.

5.6 Need for Specific Feature Updates

THE CLIENT may, on specific occasions, need a special feature to make productive use of the applications. This feature may currently not exist in the applications. In this circumstance, Deccan would provide the requested feature as a part of the Annual Maintenance plan, as long as the work to be done to provide the feature is not excessive. "Excessive" is defined as a task that requires more than 10 hours of work by Deccan. Deccan would work with THE CLIENT on a mutually acceptable delivery date to accomplish this task. However, if the feature requires additional research and development, Deccan would provide THE CLIENT a fixed cost to complete this task. Deccan reserves the right to distinguish between features that do or do not require excessive work in order to be developed.

5.7 Change in CAD systems

Deccan develops programs to convert THE CLIENT's specific CAD data into standard formats usable by CAD Analyst and ADAM. Therefore, if THE CLIENT

changes CAD systems at any time during maintenance, Deccan would need to rewrite these conversion programs. Hence, Deccan may propose an additional one-time charge to accomplish this task.

6. PROJECT MANAGEMENT

6.1 Project Manager

We will appoint one project manager to coordinate all project-associated tasks with THE CLIENT.

We will, through periodic meetings, create the project plan and project schedule, review the project and its progress, and review the current task list and upcoming milestones.

6.2 Training Services

Training courses for all the applications will be completed after the installation of the applications in the test environment, and before the installation of the applications in the production environment. These courses are required as a part of the installation process. All of Deccan's training is currently conducted remotely using the web via Microsoft LiveMeeting. Deccan will conduct training sessions for CAD Analyst and ADAM separately with a maximum of 5 attendees per session. Each training session may last up to 3 hours. Additional training is also available at an additional cost. Also, Deccan does offer on-site training at an additional fixed cost determined on a case-by-case basis.

6.3 Installation

Deccan proposes to install only the software as outlined in the above statement of work. The installation will be made available to THE CLIENT via Deccan's FTP and/or shipped via CD/DVD. Deccan may not be held responsible for installation and/or configuration of any hardware/third party software components not outlined in this document. CAD Analyst and ADAM require MapInfo Professional or MapInfo Runtime to be installed on THE CLIENT's machine in order to launch. THE CLIENT is responsible for the procurement and installation of MapInfo.

7. Indemnification or Liability Insurance

Deccan International will provide proof of insurance on request.

APPENDIX A – CAD data needed by Deccan

CAD Data: Incidents and Responses

To build and update CAD Analyst and ADAM, Deccan requires data from THE CLIENT's CAD or RMS system.

Data on both incidents and responses is needed. An incident is a call for emergency, such as "Brush Fire on 2000 Main Street on 01/02/98 at 01:05:25". Responses correspond to the various units that respond to that incident, one response for each responding unit. Thus, for the above incident example, responses would be those corresponding to units E1, E3, M5, etc. that responded to that incident.

Incident data contains incident-specific information such as incident number, incident type, incident location and incident date. Response data contains response-specific information such as unit id, unit name, unit quarters, and all the time stamps associated with the unit response.

Deccan would like to obtain incidents and response data for the past 2 years. THE CLIENT would provide the incident and response data as it appears in the CAD or RMS system without filtering any fields in delimited ASCII text, DBF or Access (.mdb) format. Deccan prefers not to use excel format due to its size limitations and tendency to convert text fields to dates.

Deccan also requests THE CLIENT to provide field descriptions for the data.

Units and Incident Types related data

In addition to the CAD incident and response data specified above, Deccan wishes to obtain any supporting tables in the CAD or RMS system, or any documents describing units and/or incident types.

The purpose of this data is as follows:

- To obtain the current units in THE CLIENT department, including their location(s) and capabilities.
- To obtain the incident type descriptions so that Deccan can categorize each incident into a particular incident type group (for example, Structure Fire, ALS, BLS, etc.).

Deccan also requests THE CLIENT to provide the following:

- A **list of units** within THE CLIENT department, with a description of their type and their primary quarters.
- A **list of capabilities for each unit-type (i.e. what they can respond as)**. For example, whether it is an engine, if EMTs or ALS providers (Paramedics) are on the unit, etc.
- A **list of all the incident types** assigned by the CAD system, with a description of each incident type. If available, Deccan also requests THE CLIENT to provide a

generalized grouping of all the incident types into common incident type groupings such as Medical (ALS), Medical (BLS), Rescue incidents, etc.

- All fields in the CAD or RMS system relevant to units' statuses.

Response Criteria

Deccan requests THE CLIENT to provide a list of response criteria that THE CLIENT wishes to be calculated by the applications, along with their corresponding starting and the ending timestamps. If available, Deccan also requests THE CLIENT to provide department-specific time target(s) for each response criterion. An example of a response criterion is "First Paramedic Response Time (Time Dispatch to Time On Scene)" THE CLIENT can choose from the below sample response criteria or add their own response criteria. Do remember that there is a limit of 42 response criteria in CAD Analyst and a limit of 21 response criteria in ADAM.

Sample Response Criteria

Call Processing Time (Entry to Dispatch)
Turnout Time of First Unit (Dispatch to On Scene)
Travel time Of First Unit (Enroute to On Scene)
First Unit Total Response Time (Receipt to On Scene)
First Unit Response Time (Dispatch to On Scene)
First ALS Unit Response Time (Dispatch to On Scene)
First BLS Unit Response Time (Dispatch to On Scene)
First Paramedic Response Time (Dispatch to On Scene)
BLS At Patient Side Response Time (Dispatch to At Patient Side)
ALS At Patient Side Response Time (Dispatch to At Patient Side)
First Engine Response Time (Dispatch to On Scene)
Second Engine Response Time (Dispatch to On Scene)
First Transport Response Time (Dispatch to On Scene)
First Chief Response Time (Dispatch to On Scene)
First Alarm Assignment (3E, L, 16FF) (Dispatch to On Scene)

8. APPENDIX B – Map data needed by Deccan

Deccan requests THE CLIENT to provide any available map layers for map processing. The maps can be provided in ESRI shape file format, ESRI ArcInfo export format or MapInfo. tab file format. Deccan also requires the projection information (system on which the maps are based).

The following is a list of Map layers Deccan could use:

Streets: This is the most significant map layer Deccan would need, as ADAM uses this streets file to perform routing. The following information for each street line needs to be identifiable:

- Street name
- Co-ordinates of starting and ending nodes
- From and to address ranges for the left and right sides of the segment
- Alias street name, if any
- One-way info
- Speed limit
- F-level and Z-level, if any

THE CLIENT is expected to ensure that the street network provided has good connectivity and is very close to the actual street network in the service area.

Jurisdiction boundary: The polygon layer that defines the jurisdiction boundary or THE CLIENT service area boundaries.

Dispatch Grids / Boxpolys: The polygon layer would enable Deccan to build CAD Analyst and ADAM response zones.

Census Tracts or any similar polygon layers: Census tracts or any other polygon layers available for THE CLIENT service area.

Fire/EMS Stations: A map layer corresponding to the current Fire/EMS station locations in THE CLIENT jurisdiction and any mutual aid station locations THE CLIENT would like to model.

Possible Fire/EMS station locations: A map layer corresponding to the future Fire/EMS station locations or any possible station locations planned to be built in the future within the Fire/EMS jurisdiction.

Point layers of significant buildings such as schools, hospitals, shopping centers and landmarks. These layers would greatly assist in performing a hazard analysis for the jurisdiction.

Major natural divisions: Polygon layers for lakes and parks. This would enable a CAD Analyst/ADAM user to easily grasp why estimates of time to "seemingly near" locations is high.

Please zip the maps using a utility such as "WinZip" before sending to Deccan.

9. APPENDIX C – How to send Deccan the data

THE CLIENT can send the data to Deccan in two ways – via Deccan's FTP site or via mail. Deccan prefers data to be sent via FTP because it is faster.

Via FTP: (Preferred)

Deccan would provide THE CLIENT unique username and password credentials to upload and download data upon project kick off.

Via CD/DVD or any other media:

Ship to:

Deccan International

Attn: Tracy Gonzales

5935 Cornerstone Court West, Suite 230

San Diego, CA 92121

10. APPENDIX D – Hardware & Software/Computer Specification Requirements

Considering CAD Analyst/ADAM are client software, they do not require any complex hardware/software installations prior to their install. CAD Analyst/ADAM would operate on current GIS/Analyst workstations considering that these workstations would be able to handle CAD Analyst/ADAM requirements. In addition, MapInfo. is required to run CAD Analyst/ADAM, as specified in the Statement of Work.

Given below are required specifications for CAD Analyst/ADAM to operate:

SPECIFICATION	RECOMMENDED
CPU: TYPE AND SPEED	1.8 GHZ
MEMORY CAPACITY	2 GB
DISK STORAGE CAPACITY	10 GB
VIDEO CARD	512 MB
PAGING FILE SIZE	5,000 MB
OPERATING SYSTEM AND VERSION	WINDOWS XP

DECCAN INTERNATIONAL

Quote Number: 20100421-CA-A
Cost Proposal for CAD Analyst/ADAM applications

Fresno Fire Region (including Fresno Fire, Fig Garden Fire Protection District, and NC Fire Protection District) 24 Station Service Area	5/5/2010
Total Price for CAD Analyst and ADAM (Includes Configuration, Project Management, Training, Installation, 2 Licenses, and 1 Copy of MapInfo Professional + 1 Copies of MapInfo Runtime)	**$139,000**
Training - Technical Support at set-up	**$7,000**
Included Features	
6-Month Update Frequency for Maps	Included
View partition area scores (Pre-defn Partitions feature)	Included
Support time-target classes	Included
Model alternate workloads	Included
Model alternate street networks	Included
42 CAD Analyst response criteria	Included
View performance By Shift	Included
View performance By Call sources	Included
ADAM Optimizer	Included
Workload based ADAM "Hypercube"	Included
Scenerio Comparison	Included
Auto Data Updater (25 Hours of DA, 5 Hours of SC)	Included
Special Training Seminar	Included
Total Cost	
	Price
Total Cost Payable (Installation + MapInfo Licenses + Auto Data Updater + Special Training Seminar + ADAM Optimizer + Workload Based ADAM + Scenerio Comparison+ Maintenance Cost Year I)	**$146,000**

All Prices are quoted in USD
Prices valid for 180 days
Implementation Estimate - Kickoff to Installation - 45 Days

Quote Number: 20100921-CA-A
Maintenance Cost for CAD Analyst/ADAM applications

Fresno Fire Region (including Fresno Fire, Fig Garden Fire	9/21/2010
Protection District, and NC Fire Protection District)	
24 Station Service Area **CAD Analyst and ADAM Maintenance Costs**	Price
Maintenance Cost for Year II	$9,000
Maintenance Cost for Year III	$9,000
Maintenance Cost for Year IV	$9,900
Maintenance Cost for Year V	$9,900

All Prices are quoted in USD

CITY OF FRESNO
City Clerk's Office (Original)

Deccan International
5935 cornerstone court west • suite 230 • san diego, ca 92121
phone 858.764.8400 • fax 858.764.8401

DECCAN INTERNATIONAL
Save Money, Save Lives

Fresno Fire Department
Software Agreement

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All information in this document is proprietary and confidential and owned by Deccan International™. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose, without the express written permission of Deccan International™. The offerings presented in this document shall remain valid for a period of 120 days from the base document date unless Deccan authorizes an extension for the same.

Deccan International™
5935 Cornerstone Court West
San Diego, California 92121
PHONE: 858.764.8400
FAX: 858.764.8401

Change History

Version	Date Published	Published By	Notes
1.0	05/14/2010	Amber D. Myrick – Deccan International	Base Version

All information in this document is proprietary and confidential and owned by Deccan International™. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose, without the express written permission of Deccan International™.

This Software License Agreement is made and entered into as of the 30th day of September, 2010 (the "Effective Date"), by and between the City of Fresno, a California municipal corporation, with its principal place of business at 2600 Fresno St., Fresno, CA 93721 (referred to herein as the "Licensee" or the "Client") and Deccan International, a California corporation, with its principal place of business at 5935 Cornerstone Court West, Suite 230, San Diego, California 92121 ("Deccan").

RECITALS

WHEREAS, Deccan has developed certain software applications that have been installed hereunder on the Licensee's Fire Department automated computer system and the Licensee desires to obtain a license and right to use such software applications on such system in accordance with the terms, and subject to the conditions, set forth below; and

WHEREAS, Deccan has the right to sublicense certain software applications developed by third parties that have been installed hereunder on the Licensee's Fire Department automated computer system and the Licensee desires to obtain a sublicense and right to use such third party software applications on such system in accordance with the terms, and subject to the conditions, set forth below;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Licensee and Deccan hereby agree as follows:

AGREEMENT

1. Definitions

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

1.1. "Agreement" shall mean this Software License Agreement and its exhibits, as the same may from time to time be amended in accordance with the terms hereof.

1.2. "As-Built Specification Document" shall mean, with respect to any Licensed Application, the document setting forth the specifications for such Licensed Application delivered upon acceptance of the Licensed Application in accordance with the applicable Statement of Work; as such specifications may thereafter be modified or supplemented from time to time to reflect Enhancements subsequently provided by Deccan.

1.3. "Derivative Works" shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable Statement of Work.

1.4. "Documentation" shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Deccan, Deccan's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Deccan, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

1.5. "Effective Date" is defined in the preamble hereof.

1.6. **"Enhancement"** shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application after acceptance of the As-Built Specifications for such Licensed Application. , or that is related to a given Licensed Application but offered separately by Deccan after acceptance of the As-Built Specifications for such Licensed Application in the Statement of Work provided to the client.

1.7. **"Error"** shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning in substantial conformity with the As-Built Specifications.

1.8. **"Licensed Application"** shall mean each of the software applications set forth on Exhibit 1 attached hereto and incorporated herein by this reference, which software applications were developed by Deccan and furnished to the Licensee in conformity with the As-Built Specifications, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

1.9. **"Licensee"** is defined in the preamble hereof.

1.10. **"Maintenance Modifications"** shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, which does not alter the functionality of such Licensed Application and that is provided to the Licensee by Deccan after acceptance of the As-Built Specifications for such Licensed Application by Client.

1.11. **"Object Code"** shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

1.12. **"Source Code"** shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.13. **"System"** shall mean the Licensee's computer automated system consisting of the Licensed Applications combined with any of the Licensee's Authorized Servers, the operating systems installed on each of these Authorized Servers, any database or other third party software products installed on any of these Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Licensee's Authorized Sites.

1.14. **"Deccan"** is defined in the preamble hereof.

2. Licenses and Restrictions

2.1. **Grant of Licenses.** Subject to the conditions set forth in Section 2.2 hereof, Deccan hereby grants to the Licensee, pursuant to the terms and conditions hereof, a perpetual, nonexclusive, nontransferable license:

(a) to use each Licensed in Object Code only, on a a Licensee's Authorized Server located at an Authorized Site;

(b) to conduct internal training and testing on each Licensed Application and each Sublicensed Application;

(c) to perform disaster recovery, backup, archive and restoration, testing, and implementation with respect to each Licensed Application and each Sublicensed Application;

2.2. Conditions to Grant of Licenses. No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee in accordance with the acceptance terms set forth in the applicable Statement of Work and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable Statement of Work.

2.3. Restrictions on Use

(a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Serve(s)r at the Authorized Sites. Deccan acknowledges and agrees that Licensee is obtaining the Licensed Applications and the Sublicensed Applications for use by other entities in the area within Fresno, CA and at the Authorized Sites; and that use of the Licensed Application and any Sublicensed Applications at the Authorized Sites by such entities is in compliance with, and not in violation of, this Agreement.

(b) Except as otherwise specifically set forth in Section 2.1 and 2.3 (a) hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Deccan. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Deccan's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Deccan. The Licensee shall not, and shall not permit any other party to, disassemble, and de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee. Deccan acknowledges and agrees that Licensee is obtaining the Licensed Applications and the Sublicensed Applications for use by other entities in the area within Fresno County, California and at the Authorized Sites; and that use of the Licensed Application and any Sublicensed

Applications at the Authorized Sites by such entities is in compliance with, and not in violation of, this Agreement.

3. Ownership. Except for the rights expressly granted therein pursuant to Section 2 hereof, Deccan shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Deccan). By this Agreement, the Licensee hereby assigns to Deccan any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Deccan).

4. Term and Termination

4.1. Effective Date. This Agreement shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Deccan's receipt of written notification from the Licensee that any certification or approval of this Agreement required by statute, ordinance, or established policy of the Licensee has been obtained.

4.2. Term. This Agreement shall continue in effect until terminated as set forth under Section 4.3 hereof.

4.3. Termination. The Licensee may terminate this Agreement by providing ninety (90) days prior written notice to Deccan of its intent to do so. Deccan may terminate this Agreement for cause immediately if the Licensee breaches any material provision of this Agreement, which breach is not cured by Licensee within ninety (90) days of receipt of notice of such breach by Deccan.

4.4. Effect of Termination. Upon termination of this Agreement, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this Agreement, (a) the Licensee shall return to Deccan, within ten (10) business days of such termination, all Deccan Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to Deccan, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of the Licensed Applications and the Sublicensed Applications has been discontinued. The expiration or termination of this Agreement will not relieve the Licensee of its obligations under Section 6 hereof regarding Deccan Confidential Information. Provided, however, that (i) in the event of ongoing disputes or litigation arising out of or pertaining to this Agreement, the System or System Software, including Third-Party Software, Client may retain such Software, System Software, Documentation and other information or materials as necessary and for the limited purpose of prosecuting or defending against such disputes or claims until such time as the disputes or litigation are is finally resolved and/or the time for filing claims or seeking administrative or judicial review of any determination thereupon has expired without claims or request for review having been filed, and (ii) Client may retain records or data created or recorded through use of the Software.

5. Limited Warranties and Liability

5.1. Warranty. DECCAN AGREES THAT THE LICENSED APPLICTIONS WILL BE INSTALLED AT THE CLIENT'S AUTHORIZED SITES ACCORDING TO THE STATEMENT OF WORK. DECCAN WILL ALSO INSURE THAT THE LICENSED APPLICATIONS WILL FUNCTION IN ACCORDANCE TO THE STATEMENT OF WORK PROVIDED TO THE CLIENT.

5.2. Warranty of Copyright and Patent Infringement. Deccan represents and warrants that, to its actual, current knowledge, the Licensed Application and sublicensed Application does not infringe the copyrights, patents, trade secrets or trademarks (collectively "Intellectual Property Rights") of any third party. In the event of a claim, action or proceeding (collectively "Claim") brought against Client for infringement by the Licensed Application or sublicensed Application of the Intellectual Property Rights of a third party, Deccan will at its expense defend against such Claim,

provided that Client immediately notifies Deccan of such Claim and cooperates fully with Deccan and its legal counsel in the defense thereof. Deccan may in its discretion (i) contest, (ii) settle, (iii) procure for Client the right to continue using the respective Licensed Application or sublicensed Application, or (iv) modify or replace the respective Licensed Application or sublicensed Application so that it no longer infringes. Client may participate in the defense of such Claim at its own expense. If Deccan concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client's use of the respective Licensed Application or sublicensed Application is permanently enjoined as a result of a judgment of a court of competent jurisdiction in respect of such Claim, then Deccan will return to Client the Licensed Application license fee(s) paid by Client.

Notwithstanding the above, Deccan shall have no duty, and Client shall not bring an action against Deccan for indemnification or other causes of action with respect to any Claim arising from or related to infringements (i) by the equipment or operating system software upon or with which the Licensed Application runs, (ii) arising out of modifications to the Licensed Application not made by Deccan, (iii) resulting from use of the Licensed Application to practice any method or process which does not occur wholly within the Licensed Application, or (iv) resulting from modifications to the Licensed Application prepared pursuant to specifications or other material furnished by or on behalf of Client. This section states the entire obligation of Deccan regarding infringement of intellectual property rights, and it will survive the termination of this EULA.

6. Confidential Information

6.1. Deccan Confidential Information. The Licensee agrees to maintain the confidentiality of any Deccan Confidential Information (as defined below) and to treat such information with the same degree of care and security as it treats its own most confidential information. The Licensee shall not, without Deccan's prior written consent, disclose such information to any person or entity other than to the Licensee's employees or consultants legally bound to abide by the terms hereof and having a need to know such information, or sell, license, publish, display, distribute or otherwise use such information except as authorized by this Agreement. The term "Deccan Confidential Information" shall include all Licensed Applications and any other Deccan software applications (whether or not licensed to the Licensee) and all Derivative Works, Enhancements, Maintenance Modifications and Documentation with respect thereto as well as any written information of a confidential nature clearly and conspicuously labeled by Deccan as being confidential or if disclosed orally or not otherwise subject to being labeled, Licensee is advised by Deccan in writing of the confidential nature of the information within 72 hours of disclosure. The Licensee understands and agrees that Deccan Confidential Information constitutes a valuable business asset of Deccan, the unauthorized use or disclosure of which may irreparably damage Deccan. In the event of the Licensee's breach or threatened breach of any of the provisions in this Agreement, Deccan shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Licensee from any unauthorized use or disclosure of any Deccan Confidential Information.

6.2. Licensee Confidential Information. In implementing and updating the Licensed Applications, Deccan will have access to the System and to Licensee CAD data and may come into possession of information of Licensee, Licensee vendors or agencies, or individuals served by Licensee including information which may be protected by law (collectively, "Licensee Confidential Information"), which Deccan shall treat as confidential whether or not such information is in fact confidential or is marked or otherwise identified as confidential. Deccan shall not, without Licensee's prior written consent, disclose such information to any person or entity other than to Deccan's employees or consultants legally bound to abide by the terms hereof and having a need to know such information, or sell, license, publish, display, distribute or otherwise use such information except as authorized by this Agreement. Deccan understands and agrees that Licensee Confidential Information includes valuable, confidential, proprietary and legally protected information of Licensee, its vendors, agencies and the individuals served by Licensee, the unauthorized use or disclosure of which may irreparably damage such parties. In the event of Deccan's breach or threatened breach of any of the provisions in this Agreement, Licensee shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining Deccan from any unauthorized use or disclosure of any Licensee Confidential Information.

6.3. Exclusions. Notwithstanding Section 6.1 hereof, Deccan Confidential Information shall not include

information which the Licensee can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the Licensee, generally known or available or otherwise part of the public domain; (b) is rightfully known by the Licensee without restriction on use prior to its first receipt of such information from Deccan as evidenced by its records; (c) is hereafter furnished to the Licensee by a third party authorized to furnish the information to the Licensee, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by Deccan to disclose. Notwithstanding Section 6.2 hereof, Licensee Confidential Information shall not include information which Deccan can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of Deccan, generally known or available or otherwise part of the public domain; (b) is rightfully known by Deccan without restriction on use prior to its first receipt of such information from Licensee as evidenced by its records; (c) is hereafter furnished to Deccan by a third party authorized to furnish the information to Deccan, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by Licensee to disclose.

6.4. Exceptions. Notwithstanding Section 6.1 hereof, disclosure of Deccan Confidential Information shall not be precluded if:

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the Licensee shall first have given notice to Deccan and shall have made a reasonable effort at Deccan's expense to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;

(b) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose;

(c) the Licensee received the prior written consent to such disclosure from Deccan, but only to the extent permitted in such consent; or

(d) such disclosure is required by law.

6.5. Survival. Unless mutually agreed otherwise in writing, the obligations hereunder with respect to each item of Deccan Confidential Information and Licensee Confidential Information shall survive the termination or expiration of this Agreement.

6. Miscellaneous

7.1. Relationship. The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

7.2. No Rights in Third Parties. This Agreement is entered into for the sole benefit of Deccan and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

7.3. Entire Agreement. This Agreement, in combination with the Master Support Agreement and Statement of Work sets forth the final, complete and exclusive agreement and understanding between Deccan and the

Licensee relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Deccan shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this Agreement and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Deccan shall bind Deccan or be enforceable by the Licensee unless specifically set forth in this Agreement.

7.4. Amendments. No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument referencing this Agreement signed by duly authorized representatives of each of the parties hereto.

7.5. Assignment. Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Deccan may assign this Agreement to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns. Any assignment attempted in contravention of this section will be void.

7.6. Governing Law. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of California without giving effect to the choice of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions contemplated by this Agreement.

7.7. Arbitration. Prior to any civil litigation, all questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement, or the breach thereof, must be submitted to non-binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Supplementary Procedures for Large, Complex Disputes then in effect. The arbitrator's decision shall be supported by written findings of fact and conclusions of law. The parties will participate and attempt to resolve the issues. Notwithstanding the foregoing, the parties understand and agree that the arbitration will be non-binding and conducted in Fresno, California by an arbitrator mutually agreeable to each party; and the parties will share equally the costs and fees for said arbitration. .

7.8. Venue. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Fresno County, California. Each party hereby agrees to submit to the personal jurisdiction of those courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

7.9. Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and must be signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this Agreement.

7.10. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement,

such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

7.11. Survival of Provisions. All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement, including but not limited to Sections 5.2, 6.1, and 6.2 will survive the termination of this Agreement.

7.12. Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

To Deccan:

Deccan, Inc.
Attn: President
5935 Cornerstone Court West, Suite 230
San Diego, California 92121
Phone: 858-764-8400
Fax: 858-764-8401

To Licensee:

Name of Agency City of Fresno
Attention:Fire Chief
Address 911 H Street, Fresno, CA 93721
Phone:559-621-4000
Fax: 559-498-4261

7.13. Construction. The paragraph and section headings used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

7.14. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

7.15. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

7.16. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as set forth below.

City of Fresno,
a California municipal corporation

By: Randy R. Bruegmann
Name: Randy R. Bruegmann
Title: Fire Chief

ATTEST:
Rebecca E. Klisch
City Clerk

By: Cindy Bruer 10/6/10
Deputy

APPROVED AS TO FORM:
James C. Sanchez
City Attorney

By: 9/24/10
Nancy A. Algier Date
Senior Deputy

Deccan International,
a California corporation

By: Larisa Savkina
Name: Larisa Savkina
Title: Controller

EXHIBIT 1
To
Software License Agreement

LICENSED APPLICATIONS AND AUTHORIZED ENVIRONMENTS

This Exhibit is attached to, incorporated into and forms part of the Software License Agreement, dated September_____, 2010, between the Licensee and Deccan (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

LICENSED APPLICATIONS

The following software applications constitute Licensed Applications under the Agreement. The site locations corresponding to each Licensed Application shall constitute the Authorized Site with respect to such Licensed Application for purposes of the Agreement.

Quantity/Type	Name of Application	Address and Room Number of Authorized Site
(2) Licenses	ADAM/CAD Analyst	911 H Street, Fresno, CA 93721

SUBLICENSED APPLICATIONS

The following software applications constitute Sublicensed Applications under the Agreement. The server and site locations corresponding to each Sublicensed Application shall constitute the Authorized Server and Authorized Site with respect to such Sublicensed Application for purposes of the Agreement.

Quantity/Type	Name of Application	Address and Room Number of Authorized Site
N/A		

City of FRESNO **REPORT TO THE CITYCOUNCIL**

AGENDA ITEM NO.	I I
COUNCIL MEETING	09/30/10
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

September 30, 2010

FROM: RANDY R. BRUEGMAN, Fire Chief
Fire Department

SUBJECT:

1. APPROVE APPLICATION FOR AND ACCEPTANCE OF GRANT AWARD FOR $143,000 FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM AND AUTHORIZE THE FIRE CHIEF TO COMPLETE ALL REQUIRED DOCUMENTS.

   a. RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF FY 2009 CYCLE U.S. DEPARTMENT OF HOMELAND SECURITY ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM AND AUTHORIZING COMPLETION OF DOCUMENTS.

   b. APPROVE THE 18TH AMENDMENT TO THE AAR, NO. 2010-138, APPROPRIATING $114,400 FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM TO THE FIRE DEPARTMENT TO PROVIDE SOFTWARE AND TRAINING.

2. ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF DECCAN INTERNATIONAL CAD ANALYST AND APPARATUS DEPLOYMENT ANALYSIS AND PLANNING MODULE SOFTWARE AND SUBSYSTEMS WITHOUT ADVERTISED COMPETITIVE BIDDING.

RECOMMENDATION

It is recommended Council adopt the resolution to accept the U.S. Department of Homeland Security Assistance to Firefighters Grant Program (AFG) grant for $143,000, the 18th amendment to AAR No. 2010-138 to appropriate funding to the Fire Department FY 2011 budget, and the Resolution authorizing the purchase of Deccan International Cad Analyst and Apparatus Deployment Analysis and Planning Module Software (ADAM) and Subsystems without advertised competitive bidding.

EXECUTIVE SUMMARY

The Fresno Fire Department (FFD) participated in the U.S. Department of Homeland Security Assistance to Firefighters Grant process and submitted an application on May 20, 2009, along with other public safety agencies under a regional application process. On April 16, 2010, FFD was notified it had been awarded $143,000 to purchase and implement ADAM of the computer-aided dispatch software developed by Deccan International. An adopted City Council resolution is required to enable FFD to process the grant and receive payment of the grant funds, and to procure the software without competitive bidding.

Presented to City Council
Date 9/30/10
Disposition RES 2010-213, -214, & -215 adopted

BACKGROUND

The Assistance to Firefighters Grant Program has been made available through the U.S. Department of Homeland Security Grant. FFD submitted an application as a regional applicant for the purchase and implementation of ADAM of the computer-aided dispatch software developed by Deccan International. Regionalization of services has been an important component of FFD's strategic plan since 2003, due to the chronic economic troubles experienced throughout the Central Valley of California, and the need to pursue organizational efficiencies in order to survive the growing demand for service. Many of the smaller agencies have recognized redundant services are a luxury the local fire service can no longer afford.

As the largest metropolitan fire organization in the region, FFD has taken the lead in many regionalization endeavors, including securing grant funding, hosting training classes, providing special-team services, etc., to the smaller agencies since they do not have the staff to adequately pursue such activities. One of the more complex projects FFD has implemented was the formation of a regional dispatch center in 2005. Since its inception, the regional dispatch center has begun providing services to a number of cooperating agencies, including the Clovis Fire Department, Sanger Fire Department, and the Fresno Fire Department (includes the Fig Garden and North Central Fire Protection Districts). In addition, there are negotiations in progress with the Selma Fire Department and the Kingsburg Fire Department to join in the regional dispatch center.

In keeping with FFD's role as advocate for the surrounding agencies, the department sought grant funding to provide advanced computer-aided dispatch (CAD) analysis software (ADAM). This software was developed by the Deccan International software company and comprehensively analyzes a department's response performance based on key performance indicators. The application filters and processes key data from existing CAD and/or Records Management System (RMS) and utilizes this historical information to evaluate response performance. In short, the software will provide graphic representations of service coverage and performance to "what-if" scenarios, both for historical analysis or day-to-day jurisdictional coverage.

One issue arising from the regionalization of services is a myriad of data, which must be analyzed before adequate decisions can be made. As the agency(ies) grow, the data becomes exponentially more complex and inner-related. Because the surrounding agencies depend on FFD for automatic aid in a boundary drop agreement, any movement of resources on one side of the jurisdictional line affects those surrounding. As the metropolitan region continues to grow, the calculations needed to be taken into account to make factual based decisions have become overwhelming due to the number of resources and service level objectives being tracked. Therefore, the metro region is in need of the software, which can analyze the totality of information and provide chief fire officers the information needed to address the looming reductions in service and yet maintain the best available service with the resources left. Complex analysis is impossible during emergency situations, and resources must be moved by command officer intuition. This is not the most efficient and effective method, especially when viewed in light of best practices instituted in a large number of the major metropolitan fire agencies.

After investigation by the FFD and review by the Purchasing Manager, it was determined the Deccan International CAD Analyst and ADAM software are the only commercially available software with these capabilities and is only available from Deccan International. It was also learned the CAD Analyst and ADAM software were the only software systems approved for federal grant funding under the Department of Homeland Security prior to this Assistance to Firefighters Grant FY 2009.

In seeking best practices among the national fire service, it has been found hundreds of metro-sized fire agencies currently use this software in their computer dispatch systems (i.e., New York Fire Department,

Cincinnati Fire Department, San Antonio Fire Department, Cleveland Fire Department, Dallas Fire-Rescue Department, Fort Worth Fire Department, Houston Fire Department, Long Beach Fire Department, Miami Dade Fire Department, Sacramento City Fire Department, Sacramento Metropolitan Fire Protection District, San Diego Fire Department, San Jose Fire Department [partial list]; many for more than seven years. This software has been critical to their ability to provide factual based analysis of their service deployment and performance, especially as they had to move apparatus and stations due to growth, changing service demands, and reduced funding. The ability to make factual based decisions and also communicate decisions or recommendations to elected officials, media, and general public is invaluable especially when there are multiple agencies involved and their respective stakeholders all need to be educated quickly.

The ADAM software can be deployed from the regional dispatch center and provide minute-by-minute recommendations based on facts rather than best guesses for issues such as district service gaps and unit move-up recommendations. This software gives the command officers almost predictive information, which helps any resource movement meet NFPA 1710 standards, as well as department standard of cover. The effect is more efficient services and, statistically speaking, more lives saved and more property preserved.

Some of the features unique to Deccan International CAD Analyst are:

- Displays response performances for both fire and EMS incidents, both separately and jointly.
- Contains a "Workload and Response Performance Calculator" to let users define days-of-the-week, times-of-the-day, seasons-of-the-year, and incident type groups for specific analysis.
- Functionality lets a user look at specific response type performances such as average first unit on scene, first EMT, first paramedic, second engine on scene, etc.
- Capability of zooming into a particular area of the city and displaying all incidents in the response zone for more detailed analysis.

Some of the features unique to the Deccan International ADAM program are:

- Performs detailed analysis of station locations based on response times from different station locations to each part of the city's response area using the city's road network.
- Project emergency incident workloads based on the existing and anticipated geographic distribution of population and associated demographics as well as utilization of current and historical incident workload information.
- Enables the user to specify alternate fire apparatus location scenarios and recalculates and graphically displays the resulting response performance from the proposed change.
- Incorporates current workloads and current response information so the scenarios will be a true reflection of current performance and a reliable projector of future performance.
- Estimates response travel distance based on the current street network and compares to past performance for a predictions, which have a very high degree of accuracy.
- Estimates apparatus run-loads (call volumes) and apparatus availability/reliability under new location scenarios based on historical distribution of incidents.
- Projects average and percentile response time performance for each responding unit and the total effective response force.

With the recent redeployment modifications and loss of six companies in two fiscal years necessitated by reductions in FFD General Fund resources, it is incumbent upon the department to utilize the most effective tools to analyze and evaluate the impact of any future long-term changes before committing time, money, and other resources. The unique features of CAD Analyst and ADAM will provide the simulations and comprehensive analysis to support strategic short- and long-term deployment recommendations and the tools to evaluate the resulting impacts on response performance standards. Fees for the purchase of two licenses, configuration, installation, training, project management/support, and maintenance fees for the first year is $146,000. Of the initial purchase price, $114,400 (80 percent of the $143,000 grant award) will be funded through the FY 2009 Assistance to Firefighters Grant. Funding for the 20 percent grant match of $28,600 and the purchase price balance of $3,000 balance has been identified in Fund 24020 - Fire Training Fund. Annual maintenance costs of $9,000 in FY 2012 and FY 2013 and $9,900 in FY 2014 and FY 2015, respectively, will be included in the proposed budgets for consideration by Council.

An adopted City Council resolution is also required to enable FFD to process the grant, to allow the Fire Chief to sign all required grant documents, and to receive payment of the grant funds.

FISCAL IMPACT

There is no net fiscal impact to the General Fund in FY 2011. All expenditures will be fully reimbursed from authorized grant funding and the existing appropriations within Fund 24020 – Fire Training Fund. Annual maintenance costs of $9,000 in FY 2012 and FY 2013 and $9,900 in FY 2014 and FY 2015, respectively, will be included in the proposed budgets for consideration by Council.

RRB/CC/cc:mc
AFG FY 2009 - $143,000 Deccan.doc 092110

Attachments:
Resolution - Authorizing Acceptance of Grant
Resolution - Authorizing Purchase of Deccan International Software
Resolution – 18th Amendment to AAR 2010-138
Contract