

Southern California Joint Pole Committee
437 So. Cataract Ave. Unit 3
San Dimas, CA 91773
Phone (909) 592-4001
Fax (909) 592-4636

February 13, 2007

A meeting of the **Computer ad hoc Committee** took place on the above date, at 10:15 a.m., at the Committee office. Those in attendance were:

Ms. Velma Prouty	SBC-Pac Bell
Mr. Larry Chow	Southern California Edison
Ms. Sherri Goetz	Southern California Edison
Mr. Robert Allen	City of Los Angeles
Mr. Sheldon Cox	City of Pasadena
Ms. Paula Haney	NextG Networks
Ms. Kourtney Aboudara	NextG Networks
Ms. Lupe Hernandez	Cingular Wireless
Ms. Sue Thomas	Sprint PCS (teleconference)
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by stating that Ms. Pranata would be distributing packets for discussion on moving forward with iPAM.

Ms. Pranata opened the discussion by reporting on the iPAM Phase I completion contract. She reported that in order for iPAM to communicate with the FRIEND software, Hyperlink must upgrade iPAM. IPAM was originally developed to communicate with the Clipper software, which sat on a different platform. The programming language must also be upgraded since Clipper used VS 2003, and FRIEND is VS 2005. She added that Mr. Atalla would provide three (8 hr/day) days of training, and fix any outstanding issues and/or concerns.

Ms. Goetz inquired if there is a time frame when the members may utilize the three days of training. Ms. Pranata responded that she is not aware of a time limit on the training days, however, she is certain that Mr. Atalla is flexible.

Ms. Pranata added that the training phase of the contract does not include providing the desktops to be utilized by the trainees. Ms. Corella inquired if any of the members could provide the desktops, or if they have a venue with a classroom setting, with PCs, for the training sessions.

Ms. Hernandez stated that in her opinion, Mr. Atalla is not a trainer, and not a good candidate for training. Ms. Corella responded that the training session is for those parties from each respective members organization who is responsible for training their front line staff. The training session is to train the trainers. Ms. Prouty stated that Mr. Atalla would merely be training on how to maneuver, and navigate the software.

Mr. Chow responded that SCE might be able to provide a venue. However, he would need clearance from his IT department, and would require specific information on what connections are required to allow iPAM into the SCE network.

Ms. Corella reiterated that she would like the members to inquire within their organizations, the availability of a training classroom. She added that Angela Pranata would be the point of contact should any users have questions about the program. Ms. Pranata added that during the iPAM training and testing phase, there would be no charges for hosting the software. However, when iPAM is launched, and operating, the hosting charges would then apply.

Mr. Allen inquired into the payment time line. Ms. Corella responded that has not been determined at this time. When the contract is ready to sign, the payment schedule should be determined.

Ms. Prouty inquired when the entire iPAM software would be complete. Ms. Corella responded that the contract in negotiation at this time is the completion of Phase I, which is the electronic transferring of JPAs as opposed to US mail. This is the current preliminary process. She added that the original objective is to create an automated billing system. This would be Phase II of the iPAM development. She stated that the cost of moving forward with Phase II is on page 4 of the handouts (attachment).

Ms. Corella moved on to page 2 of the handouts, which addresses the hosting of iPAM. She reported as Ms. Pranata stated earlier, that there would be no hosting charges while the software is in development, and testing phases.

Ms. Corella reported that Mr. Atalla stated, should Hyperlink gain the contract to handle the maintenance and support of iPAM, then, Hyperlink must also host iPAM. She added that she is not aware of the logic for this request, but could inquire with Hyperlink. Mr. Chow interjected that in his opinion, the logic for this request are the technical issues involved. He stated that it would prove problematic if the server sat with a separate hosting company, and Hyperlink encounters technical issues, he could handle the problem immediately within his office, and avoid the need of working with a third party.

Ms. Goetz inquired the reference of 100 users on page 3, the maintenance, licensing and support of iPAM. Ms. Pranata responded that if the users exceed 100, the cost would likely increase. The members agree that 100 users would not suffice. Ms. Hernandez

questioned the result if more than 100 users attempt to access the server. Ms. Pranata responded that the accessing would be slower.

Ms. Goetz questioned the response time, and stated that this sentence requires clarification.

Mr. Chow stated that in regards to accessing information from the SCJPC web page, it has come to his attention that since switching from Hyperlink to iNETu, for the hosting of the web page, the access response time is considerably slower. Therefore, the members must be cognation of access response time when determining the hosting company for iPAM. Mr. Chow reiterated that his organization is experiencing slower access time.

Ms. Corella stated that she would like to get approval on page one (iPAM development) contract, with any additions, deletions, or revisions. This would complete phase one of the software development.

Mr. Allen stated that the completion of phase one is necessary in order to move forward with any further development. The members revised line four, and added line seven to address providing a user's guide, and tutorial. The JPC staff and Hyperlink would collaborate on creating the user's manual.

In reference to testing, the members agreed that this would be a new testing period, and disregard the results from the prior testing period.

Mr. Chow stated that a payment schedule would be developed.

The process for this contract is to revise it, send a copy of the revised contract to Hyperlink to sign if they are in agreement, and when the contract is signed and returned to the office, Ms. Corella would send the contract to the committee legal counsel for review.

Lastly, Ms. Corella reported on the FRIEND contracts, which have been signed by Hyperlink and Ms. Corella. The office maintenance and support contract is \$900.00, and in effect for six months. The FRIEND support contract is \$400.00, and in effect for six months.

The meeting adjourned at 10:55 am.

Jennie Corella – Manager of Operations

Attachment

Southern Joint Pole Committee iPAM Development

Page 1

PHASE I – Completing current phase

1. Hyperlink TM shall upgrade the development tools to MS VS 2005.
2. Hyperlink TM shall upgrade the database to MS SQL 2005.
3. Hyperlink TM shall work with Project Manager to complete phase I of the application which allows the users to transact JPAs electronically.
4. Provide three days training at San Dimas office, Training hours are from 9AM to 5PM, One training class per day. This is designed to be more like train the trainers. Desktops for training shall be provided by SCJPC.
5. Convert the database import from FRIEND to IPAM
6. Work with Project Manager to successfully fix any issues with the application.

Estimated time frame:

- | | |
|---------|---|
| Step 1: | 5 business days |
| Step 2: | 3 business days |
| Step 3: | Depends on changes to software |
| Step 4: | 3 business Days |
| Step 5: | 5 business Days, Corrections to database not included, may
some weekend days |
| Step 6: | Depends on issues found |

Total On Time Cost: \$ 16,500.00

Southern Joint Pole Committee iPAM Hosting Page 2

Hyperlink TM shall host the iPAM and database web services in the data center located in Los Angeles, California. Hosting does not include hardware or third party software such as Windows 2003 server or MS SQL Server 2005. Hosting uptime shall be no less than 99%.

Services include:

- Fully managed by Hyperlink
- Hyperlink will configure hardware and software
- Environment connectivity is OC192
- Bandwidth are 20Mbps and BURST to 100Mbps, with monthly data transfer of 6750 GB
- Firewall will be provided
- Level3, XO, Cogent, Savvis, AT&T, MZIMA redundant Gigabit Mix
- Hardware will support 50 Users. Two servers, two CPUs and 2 GB RAM.
- Respond time 4 Hours
- It is almost impossible to get close to 1% downtime, but shall this happens, we will only charge you ½ of the monthly charge for that month
- Address of servers will be provided
- Hyperlink will provide all the necessary servers and connectivity during Phase I
- The start date for this agreement is after PHASE I is completed.

Total Monthly Cost: \$ 1200.00

Southern Joint Pole Committee IPAM Maintenance, Licensing and Support

Page 3

Hyperlink TM shall Maintain, support, and provide software licensing for iPAM application and database. Phone and In-House support are included with a respond time of no greater than 4 hours per incident. Support contact person to work with SCJPC shall be designated. Hyperlink TM shall also add minor features and enhancement to the application at no additional cost. Services not to exceed 40 hours per month. Service hours can also be used to implement the billing portion of the application. Total number of users shall not exceed 100. The start date for this agreement is after PHASE I is completed.

Total Monthly Cost: \$ 4500.00

Please note that Hyperlink will provide all the necessary hardware and software to support up to 100 users. This is a turn key solution with total monthly cost of (\$1200 + \$4500) \$5700.00. Minimum agreement length shall be no less than 12 months.

Southern Joint Pole Committee iPAM Development

Page 4

Phase II – Completing Billing and Validation

Hyperlink TM estimates the Billing and Validation module for iPAM shall cost \$ 87,000.00. This is only an estimate and a detailed specification shall be developed prior to commencing the project and created an accurate cost figure.

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March 13, 2007

A meeting of the **Computer ad hoc Committee** took place on the above date, at 11:30 a.m., at the Committee office. Those in attendance were:

Ms. Velma Prouty	AT&T California
Ms. Sherri Goetz	Southern California Edison
Mr. Richard Freyre	City of Los Angeles
Mr. Sheldon Cox	City of Pasadena
Ms. Lynn Prescott	Verizon Wireless
Ms. Kourtney Aboudara	NextG Networks
Ms. Lupe Hernandez	Cingular Wireless
Ms. Sue Thomas	Sprint PCS
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Ms. Goetz opened the meeting by addressing the iPAM contract proposal. She requested Ms. Pranata review the contract for the sake of the members.

Ms. Pranata reported that she had submitted the revised Hyperlink iPAM Phase I completion contract draft for Mr. Atalla's review (see attachment). She stated that the items in red are the revisions added by the committee to the original, and the green are Hyperlink revisions to the latest draft. She noted that his notation is that the training venue must be limited to within 40 miles of the SCJPC office.

Ms. Thomas inquired how many participants each member would be allowed to enroll in the Hyperlink training classes. The members discussed how they would handle the enrollment for the training classes. It was agreed those members that do not send a participant, would forfeit that seat to other members additional participants if necessary.

It was agreed that Ms. Pranata would serve as the trainer for iPAM, and Mr. Atalla would act as her support. Should any issues that Ms. Pranata is unable to answer would be addressed directly to Mr. Atalla for resolution at that time.

The members discussed the importance of having an iPAM users manual prior to facilitating any training classes. The members

rearranged the order of events, and agreed that the training sessions should not take place until the manual is complete, and the bugs have been identified and corrected.

Ms. Corella questioned if the members would be prepared to implement iPAM when it is completed within approximately six months. She stated that the members would be expensing additional resources in that they would be utilizing two JPA processes. The two processes are the current manual process, and the iPAM electronic process. This is necessary to confirm that the electronic process is functioning as the manual process has functioned previously.

Ms. Goetz responded that her organization would not be prepared in six months to work two JPA processing systems. Ms. Prouty responded that she is not certain at this time if her organization would have the ability to work two JPA processing systems at this time. Mr. Freyre stated that he is unable to respond to this issue at this time.

The consensus is to bring this issue to the next Board meeting. This issue would be addressed under unknown items of the agenda. The attending members would be asked if their respective organizations would be prepared to handle iPAM, as well as the manual system simultaneously.

Ms. Goetz stated that she would inquire into procuring a classroom for the training sessions within her organization. However, she added that this would necessitate obtaining permission from her IT department to upload the iPAM software. She is requesting a copy of the latest version of the iPAM software to present to the SCE IT department allowing them to test the program.

The consensus is to again add the revisions to the contract draft. **Item 1435: iPAM Contract Phase I Completion** has been assigned to this issue, and this ad hoc for further discussion.

Ms. Goetz stated that the latest draft contract should be presented to the Board members at the next meeting for their review and comments.

Under miscellaneous items, Ms. Goetz stated that she has encountered problems with dead pole records. She reported that when viewing dead pole records only the original bill of sale and JPA number are displayed, not the information for the removal. She added that she contacted Ms. Greene, and Ms. Greene was able to view all information pertaining to the pole in question. She stated that if members have the ability to view all information to poles, there would be no need to contact the JPC office, which is time ineffective.

Ms. Pranata stated that dead poles have more than one record. The web site currently displays only one record, and the system randomly selects a record, since it is unable to recognize the latest record. She added that an option might be that the system displays all information, and it would be contingent on the viewer to determine the latest information.

The members agreed that there is value to the ability of members viewing the latest and/or all information pertaining to dead pole records. Ms. Pranata responded that this is doable, however, she is not aware of the cost for this enhancement. This would necessitate obtaining a quote from the current web site maintenance company (Diamond Bar Web).

It was discovered during discussion that when iPAM is launched, it would not be in real time. The members all agreed that Hyperlink stated early in the development of the software, that the members, and the JPC staff would share the iPAM database. This would make all information input into the iPAM database in real time.

The consensus is to determine if the iPAM database is to be shared by the members and the JPA office. Ms. Pranata is to contact Hyperlink to ensure that iPAM and FRIEND would share the database, and all entries would be in real time.

Lastly, the members discussed the format required for the displaying of all dead pole cards. Ms. Pranata would contact the company to obtain a quote to address the dead pole issue.

The meeting adjourned at 12:30 pm.

Jennie Corella – Manager of Operations

Attachment

**Southern California Joint Pole Committee
iPAM Development**

PHASE I – Completing current phase

1. Hyperlink TM shall upgrade the development tools to MS VS 2005.
2. Hyperlink TM shall upgrade the database to MS SQL 2005.
3. Hyperlink TM shall work with Project Manager to complete Phase I of the application which allows the users to transact JPAs electronically.
- 4. Convert the database import from FRIEND to IPAM.**
- 5. Provide three days training of IPAM from 9 AM to 5 PM. One training class per day. Training locations and dates will be determined by SCJPC. Training must be limited to within 40 miles from SCJPC Main office in San Dimas. Training computers will be provided by SCJPC.**
This is designed to be more like train the trainers.
6. Work with Project Manager to successfully fix any issues with the application.
7. Work with SCJPC to produce IPAM guide or user's manual.
8. IPAM testing by SCJPC.
9. SCJPC to approve IPAM user's manual.
10. SCJPC to sign Acceptance Form.

Estimated time frame:

- | | |
|---------|---|
| Step 1: | 5 business days |
| Step 2: | 3 business days |
| Step 3: | Depends on changes to software |
| Step 4: | 5 business Days, Corrections to database not included, may
some weekend days |
| Step 5: | 3 business Days |
| Step 6: | Depends on issues found |

Total On Time Cost: \$ 16,500.00

Systems & software requirements for the training computers:

- Administrator rights to install the software.
- .NET 2.0 Framework
- Internet Access Required
- Printer must be available

Windows XP or Windows 2000

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April 17, 2007

A meeting of the **Computer ad hoc Committee** took place on the above date, at 1:55 p.m., at the Committee office. Those in attendance were:

Mr. Larry Chow	Southern California Edison
Ms. Velma Prouty	AT&T California
Ms. Sherri Goetz	Southern California Edison
Mr. Malcolm Brown	Verizon Wireless
Mr. Sheldon Cox	City of Pasadena
Ms. Lynn Prescott	Verizon Wireless
Ms. Kourtney Aboudara	NextG Networks
Ms. Lupe Hernandez	Cingular Wireless
Ms. Sue Thomas	Sprint PCS
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by stating that the proposed contract for completion of iPAM phase one is in negotiation. He turned the meeting over to Ms. Pranata for a status report.

Ms. Pranata opened by stating that initially she would like to address the issues raised at the previous ad hoc meeting in regards to real time for iPAM. Ms. Pranata reported that Mr. Atalla confirmed that iPAM would be in real time when phase one is completed. She added when a pole is entered into the iPAM database, any member is able to view that pole record.

She added that since iPAM does not have the capabilities to generate any JPC reports, the JPC office is required to maintain dual system databases (iPAM and FRIEND). This does not impact the member's office staff, it pertains only to the JPC office, which generates the monthly billing reports.

Ms. Pranata stated that the JPC office would input pole information into the FRIEND database, and the calculated dollars, in order to generate the monthly reports. Then, the JPC office would enter pole and billing data into the iPAM database. When a JPA has been billed via the JPC office, the staff would change the status noted on the pole record from "ready to bill" to "billed". The members would then be able to view poles and JPA's.

Ms. Pranata reported that in regards to the testing, and training phase, the members are to use the current iPAM database, which was updated last year.

Ms. Thomas stated that when iPAM was tested last year, the testing members were unable to retrieve the pole records they required. Ms. Prouty agreed, and added that it appears they may experience similar problems when they test iPAM this year.

Ms. Pranata stated that Mr. Atalla recommends not converting iPAM until the testing is complete, and have the members use a testing database.

Ms. Chow stated that he is in agreement with Mr. Atalla on the issue of a testing database.

Ms. Pranata reported that when iPAM phase one is completed, and is performing satisfactorily to the members, then Mr. Atalla would eliminate the test database and transfer the FRIEND database to iPAM. Ms. Thomas inquired as to the length of transferring, since this would create downtime. Ms. Pranata would inquire with Mr. Atalla on the length of downtime.

Ms. Goetz stated that if Edison were to provide the iPAM training facility, her organization would require a CD of the software, one month prior to the training date.

Mr. Chow inquired if Mr. Attalla has reviewed the completion of iPAM phase one contract, and/or has any counters.

Ms. Pranata responded that Mr. Atalla is agreeable to driving beyond 40 miles, with reimbursement. She added that the proposed contract had been given to the members for review, and input. She stated that she has not received any responses.

Ms. Pranata reported that the current system maintenance contract with Hyperlink is up for renewal. The current cost is \$900.00/month, and the contract would be renewed at the same rate and time frame.

Ms. Pranata shared the proposal for the dead pole search web page, and distributed copies displaying the windows. She added that the cost to modify the website by adding this page is \$800.00 to \$1,000.00 per Diamond Bar Web.

The members viewed the screen copies and queried Ms. Pranata. The members inquired into what, "unique ID" signifies. It is the record number assigned by the program. Ms. Pranata added that this number is not relevant to the members.

The members agreed that the windows are acceptable. Ms. Pranata would contact Diamond Bar Web.

Ms. Hernandez opened discussion on PTX. She stated that on record, it does not reflect the length of the PTX. Ms. Baccus responded that the staff is not given the length of the PTX on the JPA. Ms.

Hernandez stated that if the PTX length is not included in the height of the pole, then the space allocation is incorrect. Ms. Hernandez stated that she required clarification when she reads a pole record, where is top grade, and where are the members attached. She is of the opinion that a 35-foot pole with a 10-foot extension, should reflect as a 45-foot pole for correct allocation. She added that she needs clarification if the PTX is included in the height description of the pole on record.

The members agreed that this issue requires additional discussion. This issue would be discussed at the next Routine Revision ad hoc committee.

The meeting adjourned at 2:30 pm, until May 8, 2007.

Jean Baccus – Assistant Manager of Operations

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May 8, 2007

A meeting of the **Computer ad hoc Committee** took place on the above date, at 10:30 a.m., at the Committee office. Those in attendance were:

Mr. Larry Chow	Southern California Edison
Ms. Velma Prouty	AT&T California
Ms. Sherri Goetz	Southern California Edison
Mr. Malcolm Brown	Verizon Wireless
Ms. Lynn Prescott	Verizon Wireless
Mr. Robert Allen	City of LA (teleconference)
Mr. Justin Cashmer	Verizon Ca. (teleconference)
Ms. Lupe Hernandez	Cingular Wireless
Ms. Sue Thomas	Sprint PCS (teleconference)
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by asking the members to review the April 2007 minutes. The members reviewed the April 2007 minutes, and approved them.

The only item on the agenda is **Item 1435: iPAM Contract Phase I Completion**. Mr. Chow stated that Ms. Pranata would report on the status of the contract negotiations.

Ms. Pranata reported that at the prior meeting, the members were to take the contract outline and have it reviewed by their respective IT department and/or legal.

Ms. Prouty reported that she has submitted the contract outline to her organization's IT personnel; however, has not received a response.

Ms. Prouty inquired if any of the attending members had any comments on the contract outline.

Mr. Chow responded that SCE would accept the contract outline. He inquired if Ms. Pranata had revised the outline as was requested at the prior meeting. Ms. Pranata responded that she had made all necessary revisions.

Mr. Chow inquired if the committee should notify Hyperlink of the bugs discovered from the earlier testing, or allow Hyperlink to complete the phase I, and then test for bugs. He then inquired if anyone had notes on the errors/bugs discovered from the early testing.

Ms. Pranata stated that she did have a compiled list of fixes. However, she did not submit the list to Hyperlink due to the urgency of the Clipper program failing, and having to be replaced by FRIEND.

It was agreed to submit the list of issues/fixes to Hyperlink prior to commencing the completion of iPAM.

Mr. Chow stated in regards to the proposed contract outline, the committee would wait until they receive input from AT&T California's IT personnel. Also, the committee would have Hyperlink review the outline, and if Hyperlink were in agreement, then, the committee IT lawyer would draw up the official contract.

Ms. Goetz questioned if the conversion of the database from FRIEND to iPAM, would be a monthly process, or a one-time process. Ms. Pranata responded that it would be a one-time process. She added that the conversion would transpire when the committee is ready to launch the program. She stated that the FRIEND and iPAM databases act independent of one another. The JPC office would be maintaining two databases. iPAM does not have the capabilities to run the JPA monthly reports; however, FRIEND, does have the capabilities to generate the reports. Ms. Corella added that the objective is to blend FRIEND and iPAM so that they share the same database.

Ms. Corella stated that in the initial stage of the iPAM launching, the members would also run two JPA systems, 1) the current manual process, and 2) the electronic process.

Ms. Pranata stated that any member, who is unable to process their JPAs via the iPAM electronic process, would require the JPC staff to input the JPA/Pole information. This would result in a cost-causer, and a fee would be assessed to the respective members.

Next, the members discussed the proposal/contract for the revision of the pole record screen. It was agreed that the current pole screen does not display the entire history and/or necessary data.

Ms. Hernandez shared pole card information, which reflected information, and it appears that the order of information was inconsistent. She stated that the pole information should be standardized.

The members discussed the specifications for the revised pole search record display. The consensus is to approve the pole search record display prototype submitted by Diamond Bar Web.

Lastly, Ms Pranata reported that the Hyperlink system maintenance, and the FRIEND support contracts are about to expire. She added that her recommendation is to continue with the FRIEND

support for another six months, because she continues to discover fixes that are required in FRIEND. She also recommends extending the Hyperlink system maintenance support contract for an additional six months.

Mr. Chow added that in his opinion, the monthly maintenance contract is cost effective, when compared to having to pay on a per case/per hour situation.

The consensus is to extend both contracts for an additional six months.

Ms. Pranata reported that the current web server-hosting contract is about to expire. She added that she is in the process of researching another hosting company that is situated locally. She stated that if the committee chooses to engage another hosting company, she recommends running both hosting companies parallel. She stated that in searching for a local company, she would be comparing costs and speed for both local hosting, and out-of-state companies.

The meeting adjourned at 11:25 am, until June 12, 2007.

Jennie Corella - Manager of Operations

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June 12, 2007

A meeting of the **Computer ad hoc Committee** took place on the above date, at 10:30 a.m., at the Committee office. Those in attendance were:

Mr. Larry Chow	Southern California Edison
Ms. Velma Prouty	AT&T Calif. (teleconference)
Mr. Robert Allen	City of LA (teleconference)
Ms. Sherri Goetz	Southern California Edison
Mr. Malcolm Brown	Verizon Wireless
Ms. Lynn Prescott	Verizon Wireless
Ms. Paula Haney	NextG Networks
Ms. Kourtney Aboudara	NextG Networks
Ms. Lupe Hernandez	Cingular Wireless
Mr. Steve Rodriquez	T-Mobile USA
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing **Item 1435: iPAM Contract Phase I Completion**. He stated that Ms. Pranata would be briefing the members on the status of the contract draft.

Ms. Pranata reported that all the members are in agreement with the contract draft outline. She added that she sent Hyperlink a copy of the draft outline, and Mr. Atalla is in the process of reviewing the draft. However, she has not received any response from him at this time. She stated that she would again contact Mr. Atalla for his comments on the contract draft.

Mr. Chow inquired if Mr. Atalla indicted any concerns with the draft. Mr. Pranata responded that Mr. Atalla did not state any specific concerns with the draft.

Under miscellaneous items, Ms. Pranata reported that the current web-hosting contract would expire in October, 2007. She is in the process of researching quotes from other web-hosting companies, should the Committee decide to change hosting companies. She added that out of the three quotes she received, there is only one equivalent to the

current provider. The second quote is \$2,000.00 per month, which nearly triples the current costs, and the third quote does not include tech support in the costs. The tech support would be billed separately at \$150.00 per hour of support.

Mr. Chow inquired if the company with the cost equivalent to the current cost, is centrally located. Ms. Pranata responded that they are located in Canyon Country. She added that there remain two quotes to be submitted by two other hosting organizations. Once she receives all quotes, then she would present all quotes to the ad hoc for discussion.

Mr. Chow stated that there is the possibility that the committee may agree to remain with the current hosting company. He added that he has not heard any issues, or concerns from within his organization with the current host provider. His only concern with the current host provider is their location (Pennsylvania), and that their pipe may not be large enough to handle future needs.

Ms. Hernandez inquired if any members have experienced problems printing the pole prices from the SCJPC web-page, since she is unable to print the complete set of costs. Ms. Pranata recommended allowing the file to download prior to printing. Ms. Hernandez stated that she was printing from the website. Mr. Chow suggested downloading the file to her desktop, then printing the file. Ms. Hernandez responded that she would attempt this method upon returning to her office.

Lastly, Ms. Corella stated that she has received a good response from the members in regards to providing a single point of contact for poles left in the field, and graffiti removal. Ms. Corella inquired about the title for the link to poles left in the field, and graffiti removal.

Mr. Chow responded that the titles should read: *Single Point of Contact for Duel Poles in the Field*, and *Single Point of Contact for Graffiti Removal*.

Ms. Corella will contact those members that have not responded to the request for single points of contact at this time, and give them a cut-off response date. Those members that do not respond within the specific time frame will have the representative as their respective single points of contact for both links.

The meeting adjourned at 10:00 am, until July 10, 2007.

Jennie Corella - Manager of Operations

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July 10, 2007

A meeting of the **Computer ad hoc Committee** took place on the above date, at 12:00 p.m., at the Committee office. Those in attendance were:

Mr. Larry Chow	Southern California Edison
Ms. Velma Prouty	AT&T Calif.
Mr. Rick Freyre	City of LA (teleconference)
Ms. Sherri Goetz	Southern California Edison
Ms. Lynn Prescott	Verizon Wireless
Ms. Paula Haney	NextG Networks
Ms. Kourtney Aboudara	NextG Networks
Ms. Lupe Hernandez	Cingular Wireless
Mr. Steve Rodriquez	T-Mobile USA
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing **Item 1435: iPAM Contract Phase I Completion**. Ms. Pranata distributed the latest draft for the iPAM completion contract. The members reviewed the draft, which would be sent to the IT lawyer to be reviewed and drafted into a legally binding contract.

Mr. Chow read the item list, and questioned if Hyperlink has addressed the list of issues that required fixing. The list of bugs had been discovered during the original testing of iPAM phase one. He inquired if the bugs were included in the draft contract.

Ms. Pranata responded that she would get the list to Hyperlink for addressing.

Mr. Chow stated that he is attempting to ascertain if the list of bugs from the earlier testing should be part of the new contract, or included with the initial earlier contract. He added that the prior testing phase had been interrupted by the failure of the Clipper application, and the urgency to create the FRIEND application. Mr. Chow added that he would like to ensure that Hyperlink is clear in that the bugs discovered from the earlier testing must be addressed prior to moving forward with the new contract.

Ms. Prescott stated that the list has been compiled, however; was not delivered to Hyperlink due to the urgency of creating FRIEND. Therefore, it is very likely that the bugs are part of the original contract.

The members made some minor changes to the draft (see attachment).

The members discussed the requirements for the training PCs. Mr. Chow stated that those members who volunteered to host the training session would need to gain approval from their respective IT departments.

Ms. Prescott inquired if the committee could utilize a facility for the training session like a conference room in a hotel designed with PCs.

The members briefly discussed procuring a training facility. This issue would be discussed further as the training date approaches.

Under miscellaneous items, Ms. Pranata raised the question of userID's, and passwords. She stated that she is aware that the committee office can only release this information to member representatives. However, she added that the issue of releasing this info to reps only is not documented. She added that she would like this issue documented to allow the staff a reference when asked this question.

It is noted that the SCJPC staff are not allowed to disclose web site userID and passwords to anyone, except the member representative. Should any third party wish access to the web site, this party must contact a member representative for this info.

Next, Ms. Pranata stated that she continues to collect quotes for the email server. She added that she should have a list of comparison quotes for the next meeting.

Lastly, Ms. Pranata was questioned if the web site could have a link titled, "JPA alert", to provide information to those members handling prelim JPAs. The information would be in reference to any agreements, understanding, and interpretation of Routine procedures. Ms. Pranata was also questioned if there is a method that when the web site is updated, it would automatically generate an email to notify all members of the updates.

Ms. Pranata responded that she was not certain at this time, but would research the issues of a JPA alert link, and the automatic email-generating message to the committee members. She would have an answer by the next meeting.

The meeting adjourned at 12:30 pm, until August 7, 2007.

Jennie Corella - Manager of Operations

ATTACHMENT

Southern California Joint Pole Committee iPAM Development

PHASE I – Completing current phase

1. Hyperlink TM shall upgrade the development tools to MS VS 2005.
2. Hyperlink TM shall upgrade the database to MS SQL 2005.
3. Hyperlink TM shall work with Project Manager to complete Phase I of the application, which allows the users to transact JPAs electronically.
4. Work with Project Manager to successfully fix any issues with the application.
5. Work with SCJPC to produce IPAM guide or user's manual.
6. IPAM testing by SCJPC.
7. Provide three days training of IPAM from 9 AM to 5 PM. One training class per day. Training locations and dates will be determined by SCJPC. SCJPC shall reimburse Hyperlink TM for transport expenses of above and beyond 40 miles from SCJPC office (San Dimas, CA 91773)*. Training computers will be provided by SCJPC. This is designed to be more like train the trainers.
Note: IPAM Software CD must be ready 1 month prior to training.
8. SCJPC to approve IPAM user's manual.
9. Convert the database import from FRIEND to IPAM.
10. SCJPC to sign Acceptance Form.

* 48.5 cents per mile

Estimated time frame:

- | | |
|---------|--------------------------------|
| Step 1: | 5 business days |
| Step 2: | 3 business days |
| Step 3: | Depends on changes to software |
| Step 4: | Depends on issues found |

Database Import:

- Programming and testing the import procedure: 1 month.
Importing data from Friend to IPAM: 1 day.

Total On Time Cost: \$ 16,500.00

IPAM application ~~should~~ will be ready for testing within ~~1-month~~ 60 days after contract signed by both parties.

Systems & software requirements for the training computers:

- Administrator rights to install the software.
- .NET 2.0 Framework
- Internet Access Required
- Printer must be available
- Windows XP or Windows 2000

Southern California Joint Pole Committee
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San Dimas, CA 91773
Phone (909) 592-4001
Fax (909) 592-4636

August 7, 2007

A meeting of the **Computer ad hoc Committee** took place on the above date, at 12:30 p.m., at the Committee office. Those in attendance were:

Mr. Larry Chow	Southern California Edison
Ms. Velma Prouty	AT&T Calif.
Mr. Robert Allen	City of LA (teleconference)
Mr. Sheldon Cox	City of Pasadena
Mr. Malcolm Brown	Verizon Wireless
Ms. Paula Haney	NextG Networks
Ms. Kourtney Aboudara	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing **Item 1435: iPAM Contract Phase I Completion**. He reported that Mr. Atalla has reviewed the contract outline and is agreement with the terms. The contract outline (see attachment) is ready to be sent to the attorney to be written into a legal contract.

Mr. Chow stated in regards to the list of bugs that were to be addressed with the prior iPAM contract, Mr. Atalla has agreed to correct all previous bugs in this contract.

When the contract is drafted by the IT attorney, Mr. Chow stated that he would get a copy to the ad hoc committee members for their review and approval.

Under miscellaneous items, Ms. Pranata reported that she has completed the list of potential **hosting providers**. She distributed copies to the members. The members reviewed the list. Ms. Pranata's suggestion is to maintain the current hosting provider. She added that their response time is satisfactory, and they are available 24/7. The members briefly questioned the quotes. Mr. Chow stated that he is not aware as to by there is such a large range between recurring costs among the vendors. Perhaps it is due to the amount of space provided on their servers.

The consensus among the ad hoc members is to accept Ms. Pranata's recommendation and maintain the current hosting provider.

Lastly, Ms. Pranata reported that from the previous ad hoc meeting the members requested that she obtain a quote from Diamond Bar Web in regards to automatic email notification. She added that this action is doable, however, Diamond Bar Web is unable to quote the job since they would require the specifications.

Mr. Chow responded that Mr. Laky raised this proposal/suggestion at the previous Board meeting. He stated that the ad hoc would obtain further information from Mr. Laky.

The meeting adjourned at 12:45 pm, until September 11, 2007.

Jennie Corella - Manager of Operations

ATTACHMENT

Southern California Joint Pole Committee iPAM Development

PHASE I – Completing current phase

1. Hyperlink TM shall upgrade the development tools to MS VS 2005.
2. Hyperlink TM shall upgrade the database to MS SQL 2005.
3. Hyperlink TM shall work with Project Manager to complete Phase I of the application, which allows the users to transact JPAs electronically.
4. Work with Project Manager to successfully fix any issues with the application.
5. Work with SCJPC to produce IPAM guide or user's manual.
6. IPAM testing by SCJPC.
7. Provide three days training of IPAM from 9 AM to 5 PM. One training class per day. Training locations and dates will be determined by SCJPC. SCJPC shall reimburse Hyperlink TM for transport expenses of above and beyond 40 miles from SCJPC office (San Dimas, CA 91773)*. Training computers will be provided by SCJPC. This is designed to be more like train the trainers.
Note: IPAM Software CD must be ready 1 month prior to training.
8. SCJPC to approve IPAM user's manual.
9. Convert the database import from FRIEND to IPAM.
10. SCJPC to sign Acceptance Form.

* 48.5 cents per mile

Estimated time frame:

- | | |
|---------|--------------------------------|
| Step 1: | 5 business days |
| Step 2: | 3 business days |
| Step 3: | Depends on changes to software |
| Step 4: | Depends on issues found |

Database Import:

Programming and testing the import procedure: 1 month.

Importing data from Friend to IPAM: 1 day.

Total On Time Cost: \$ 16,500.00

IPAM application will be ready for testing within 60 days after contract signed by both parties.

Systems & software requirements for the training computers:

- Administrator rights to install the software.
- .NET 2.0 Framework
- Internet Access Required
- Printer must be available
- Windows XP or Windows 2000

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September 11, 2007

A meeting of the **Computer ad hoc Committee** took place on the above date, at 9:10 a.m., at the Committee office. Those in attendance were:

Mr. Larry Chow	Southern California Edison
Ms. Sherri Goetz	Southern California Edison
Mr. Wayne Brown	Southern California Edison
Ms. Velma Prouty	AT&T Calif.
Mr. Robert Allen	City of LA (teleconference)
Mr. Sheldon Cox	City of Pasadena
Ms. Lynn Prescott	Verizon Wireless
Mr. Justin Cashmer	Verizon California
Mr. Daniel Riggs	Verizon California
Mr. Steve Rodriguez	T-Mobile USA
Ms. Sue Thomas	Sprint PCS
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Kourtney Aboudara	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing **Item 1435: iPAM Contract Phase I Completion**. He reported that the draft outline for the iPAM phase 1 contract has been submitted to legal counsel. They have responded with some questions, and issues to be answered by the committee (see attachment).

Ms. Corella reported that she and Ms. Pranata answered the questions to the best of their ability. She added that the former lawyer who created the previous contract has assigned this task to Mr. E. Wilde.

Ms. Pranata stated that Mr. Wilde has requested a definition of what the expected deliverables would be. She added that after reviewing the previous contract, it did not specify deliverables other than 50 CD's.

Mr. Chow stated that the committee would also require system documentation, and manual. He added that what the committee's expectations are as how the program should perform must also be included in the deliverables.

Ms. Thomas stated that in her opinion this was a problem with the iPOLE contract. Mr. Atalla stated that he had delivered as specified, however, this was not the opinion of the members.

Mr. Chow stated that Ms. Pranata could locate the original contract and compile a list of deliverables taken from the iPOLE contract. The members could review the list of deliverables at the next ad hoc meeting. This would also allow members to have the list reviewed by their respective IT personnel.

Ms. Corella reported that Ms. Pranata would be on vacation for three weeks in November of this year. Ms. Pranata is in the process of training Kyle Levy on web site tasks. Ms. Pranata added that she has informed Mr. Atalla about her absence. Mr. Atalla has responded that he would be readily available.

Mr. Chow reported that the membership information on the web site appears to skip around. He added that it is somewhat difficult to navigate. Ms. Pranata responded that she has addressed this issue, and has now remedied the problem. She added that the membership information is now in consecutive order.

Ms. Prouty inquired if the heading could be freeze-framed. Ms. Pranata responded that the member codes are freeze-framed, however, not the company names. She added that she could upload the Excel file in Read-Only format, to the web site if this is what the members prefer. Currently, the file is in PDF format. It was agreed to upload the Excel file in Read-Only format.

The meeting adjourned at 9:20 am, until October 9, 2007.

Jennie Corella - Manager of Operations

Attachment

**Questions in Reference to iPAM Phase I Contract
From Mr. Edward C Wilde, Sr**

- a. What is meant by Phase I, and is that the same thing as Stage I? What exactly is supposed to occur during this period?

Response:

This is not the same as a stage I. Phase I is the ability to electronically transfer preliminary Joint Pole Agreement(s) (JPA) between members during the JPA approval process. Phase II will entail the automatic billing of approved JPAs, and will require a separate contract.

- b. What is the developer supposed to do with the manual? Write it? Read it over after it is done? Be available to speak with a technical writer?

Response:

Developer will create (write) manual, and SCJPC personnel will review, revise (if necessary), and give final approval.

- c. What is the developer supposed to do with the training?

Response:

Developer will facilitate a training session, then act as consultant during the hands-on training of key members staff.

- d. Is the database import, the import of the current database?

Response:

Yes, it is the import of the current database utilized by SCJPC staff (FRIEND software).

- e. What exactly is meant by "development tools"? Is that the same as developer tools in the prior contract?

Response:

The development tools in this contract will be upgraded from MS Visual Studio 2003 to MS Visual Studio 2005

Definitions:

Database [is there only one database? Will this word suffice to describe the item without a further definition] – **There are two databases. 1) FRIEND, and 2) iPAM. FRIEND is utilized by JPC staff for billing purposes, and iPAM is utilized by member for the preliminary JPA approval process.**

Database Import [is the import of a new or existing database; does it differ from the “database”] – **Importing is of the existing FRIEND database to the iPAM database.**

Deliverable [we could just reference – anything to be provided under the contract. However, since there will be multiple items, it would be useful to provide a complete list]- **We are not completely certain on this, therefore, we will check with the members**

Phase I - **Please refer to Question A**

Project Manager: - **JPC personnel (A. Pranata)**

Software Deliverable [what precise software products will be delivered (as opposed to training products/manual); this definition will be used because there will be different rules for different types of deliverables] – **iPAM software**

Transaction Application – **We are not certain about this definition**

User Manual means- **Step by step guide to processing of preliminary JPA from the initiation to final approval.**

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October 9, 2007

A meeting of the **Computer ad hoc Committee** took place on the above date, at 10:40 a.m., at the Committee office. Those in attendance were:

Mr. Larry Chow	Southern California Edison
Ms. Sherri Goetz	Southern California Edison
Ms. Velma Prouty	AT&T California
Mr. Rick Freyre	City of LA (teleconference)
Mr. Sheldon Cox	City of Pasadena
Mr. Malcolm Brown	Verizon Wireless
Ms. Lynn Prescott	Verizon Wireless
Ms. Sue Thomas	Sprint PCS
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing **Item 1435: iPAM Contract Phase I Completion**. He reported that the legal counsel has submitted the first draft for the iPAM contract. Ms. Corella distributed copies to the members for review and discussion (see attachment).

Mr. Chow reported that he had met earlier with Ms. Pranata, and Ms. Corella to review the contract, and have noted some concerns that they would like to share with the ad hoc members.

Ms. Pranata directed the members to page one, section F. She added that the three days of training might not be sufficient, and is not certain if the training means three separate sessions, or one continuous session lasting three days. Mr. Chow questioned if these training hours should be utilized for all users, or for the subject matter experts from each member utility who would then train the users.

The members discussed the venue required for the training sessions. It was agreed that the trainees should have a hands-on type training experience. Therefore, the training venue would need to be equipped with the necessary number of desktops.

Ms. Goetz stated that previously, SCE had volunteered to provide the training venue. However, she added that this is contingent on having the iPAM program accepted and approved by the SCE IT department.

Ms. Prescott stated that prior training session experiences were not formalized. She added that trainees would work on the program, and then when a problem arose, Mr. Atalla would fix it and/or change the process. She added that this would not create such a problem if the program were equipped with a training manual to explain, guide, and define the program process

It was agreed that a formalized training presentation program should be required.

Mr. Chow stated that those individuals who attend the training sessions must be proficient and knowledgeable in the manual paper JPA preliminary process. He added that this should be a requisite. These sessions are not to educate individuals on the manual JPA process.

Ms. Prescott stated, that in her opinion, new members would initially request a training session on the software program.

Ms. Hernandez stated that as an ad hoc committee, the members should provide Mr. Atalla with some common JPA processing situations that should be part of the formal training presentation.

Ms. Thomas reiterated that the developer should provide a training manual for common JPA processing situations. A manual that the trainees may take back to their office as reference when they have a question.

The members briefly discussed engaging a professional trainer for the training sessions.

They discussed creating a separate ad hoc committee to work on compiling the different JPA processing situations. Mr. Chow suggested scheduling a special date for the ad hoc to meet and work on compiling the JPA situations that should be included in the formal training presentation.

The members agreed on giving Mr. Atalla a format to follow for the training presentation.

It was agreed to add a clause in the contract stating that a testing of the program with committee members is to transpire prior to any training sessions.

Ms. Thomas stated that if the training format is acceptable, and a users manual is provided, in her opinion, perhaps three days training might suffice.

The members discussed Section 3.1. It states that the client has 10 days to test the items. The consensus is that 10 days to test is not sufficient based on the members calendars, and that the ad hoc meets just once a month.

Mr. Chow stated that the ad hoc must work in conjunction with Mr. Atalla in regards to ensure that the bugs are corrected and the

software is continually being tested. This would ensure that the program is operating to specifications.

Ms. Pranata alluded to Section 3.2 where it states that developer has 7 days to correct any reported errors. Ms. Pranata questioned if this period should be longer. The contract does allow for a longer period with the statement, "or such longer period as Client may allow".

Ms. Pranata stated that she would like the members to review Section 5.4. She added that an email has been sent to the lawyer for clarification on this statement; however, there is no response to date.

Mr. Chow stated that the ad hoc would like to ensure that the developer couldn't reproduce and sell the software to any third parties.

Mr. Chow recommended that the ad hoc members thoroughly review the contract, and perhaps have it reviewed by their respective organizations for any concerns, or input.

There were no miscellaneous items.

In regards to the review of action items, the ad hoc should start creating the training module, and review of the contract as mentioned above.

The meeting adjourned at 11:15 am, until November 13, 2007.
Jennie Corella - Manager of Operations

Attachment

SOFTWARE DEVELOPMENT AGREEMENT

This Agreement is entered into by and between Southern California Joint Pole Committee ("Client") and Joe Atalla, doing business as Hyperlink Technology & Multimedia ("Developer") as of September __ 2007 (the "Effective Date").

RECITALS

WHEREAS, Developer has substantial experience in developing computer software applications for third parties;

WHEREAS, Client wishes to have Developer revise software applications and database programs according to Client's specifications, and Developer is interested in undertaking such work;

WHEREAS, the Developer has agreed to do all of the following:

- A. Upgrade the Development Tools to MS VS 2005; and
- B. Upgrade the Database to MS SQL 2005; and
- C. Work with the Project Manager to complete Phase I of the Transaction Application; and
- D. Work with the Project Manager to remedy any errors in the working of the Transaction Application; and
- E. Work with Client to produce User's Manual for -----, which meets with Client's approval; and
- F. Provide three days of training of iPAM for Client's employees from 9 a.m. to 5 p.m.; one training class per day; and
- G. Convert Database Import from FRIEND to iPAM.

WHEREAS, all information developed by Developer will be a "work for hire" and Client shall own all information fixed in a tangible medium, including, but not limited to, any and all source code;

WHEREAS, Client shall approve all specifications for the software, prior to development of the application, including any design changes during development;

WHEREAS, Client shall approve each prototype prior to further development of the application.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, Client and Developer agree as follows:

Section 1. DEFINITIONS

- 1.1 “Beta Version” means a working version of the Software recorded in executable form on the specified medium with any necessary supporting software and data, which has been fully tested by Developer prior to delivery and which Developer believes in good faith to be bug-free and to fully implement all functions called for in the Specifications.
- 1.2 “Client Content” means the material provided by Client to be incorporated into the Software, as listed on Schedule “B”.
- 1.3 “Data Base” means either of two data bases: (A) The FRIEND data base currently used by Client’s staff for billing purposes, and (B) the iPAM database currently used by members for the preliminary JPA approval process. As explained herein, the FRIEND data base will be imported into iPAM.
- 1.4 “Database Import” means the data base currently existing in FRIEND which will be imported, by the Developer, into iPAM.
- 1.5 “Development Schedule shall be as set forth in Schedule “A” to this Agreement which lists the deliverable items contracted for ("Deliverables") and the deadlines for their delivery. Payment Schedule shall be as also set forth in Schedule “A”.
- 1.6. “Developer Tools” means the software tools of general application, whether owned or licensed to Developer, which are used to develop the Software. Such Developer Tools will be upgraded in the manner set forth herein.
- 1.7 “Deliverable” means a product or service provided by Developer pursuant to the terms of this Agreement.
- 1.8 “Documentation” means the documentation for the software developed by Developer specifically for the Software and other material which implement the Software. Source materials and user manuals are part of the Documentation.
- 1.9 “Enhancements” means any improvements to the Software to implement new features or add new material. Enhancements shall include modifications to the Software Content to make the Software operate on a Server System.
- 1.10 “Error” means any failure of the Software (i) to meet the Specifications and/or (ii) to operate with the Server System, as determined by Client.
- 1.11 “Final Version” means a non-copy protected and unencrypted disk master of the final version of the Software, recorded in executable form on the specified medium with any necessary supporting software and data, as to which all development work hereunder, and corrections to the Beta Version, have been completed and which meets the Specifications.
- 1.12 “Phase I” entails the completion of the work necessary to permit electronic transfer of preliminary joint point agreements between members during the joint pole agreement process.
- 1.13 “Project Manager” refers to an employee of the Client overseeing the entire project.
- 1.14 “Source Materials” means (i) all documentation, notes, development aids, technical documentation and other materials provided to Developer by Client for use in

developing the Software; and (ii) the source code, documentation, notes and other materials which are produced or created by Developer during the development of the Software, in such internally documented form as is actually used by Developer for development and maintenance of the Software.

1.15 "Software Content" shall mean (i) the graphic user interface, text, images and functional material aspects of the Software developed by Developer under this Agreement which is executable to users and (ii) software (including all scripts) developed by Developer under this Agreement to implement the Software.

1.16 "Software" means the Software Application to be developed for Client which is described in the Specifications. Specifications for the Software shall be as set forth in Schedule "A " to this Agreement.

1.17 "User Manual" means a step-by-step guide to processing the preliminary joint pole agreements from the initiation through final approval.

Section 2. DEVELOPMENT AND DELIVERY OF DELIVERABLES

2.1 Developer will do all of the following:

- A. Developer will do all things necessary to upgrade the Development Tools to be MS VS 2005 compatible.
- B. Developer will do all things necessary to upgrade the Database to be compatible with MS SQL 2005.
- C. Developer will work with the Project Manager on Phase I of the Transaction Application.
- D. Developer will work with the Project Manager to complete Phase I of the Transaction Application.
- E. Developer will work with the Project Manager to remedy any errors in the working of the Transaction Application; and
- F. Developer will work with Client to create User's Manual. In working to create the User's Manual, Developer will provide a complete final draft of the User Manual by the time specified in Schedule "A".
- G. Developer will provide three days of training of IPAM from 9 a.m. to 5 p.m.; one training class per day.
- H. Developer will convert Database Import from FRIEND to IPAM.

2.2 Development; Progress Reports.

- A. Developer shall use its best efforts to develop each Deliverable in accordance with the Specifications. Developer shall first prepare a design for the Software. This design shall include drawings of the user interface, a schematic of how to navigate the Software, and a list of all components. All development work will be performed by Developer or its employees at Developer's offices or by approved independent contractors who have executed confidentiality and assignment agreements which are acceptable to Client. Developer agrees that no development work shall be performed by

independent contractors without the express written approval of Client.

B. With respect to development of Software Deliverables, on each week following execution of this Agreement during which any development and/or testing hereunder remains uncompleted, and whenever else Client shall reasonably request, Developer shall contact, or meet with Client's representative, and report all tasks completed and problems encountered relating to development and testing of the Software. During such discussion or meeting, Developer shall advise Client in detail of any recommended changes with respect to remaining phases of development in view of Developer's experience with the completed development. In addition, Developer shall contact Client's representative promptly by telephone upon discovery of any event or problem that will materially delay development work, and thereafter, if requested, promptly confirm such report in writing.

2.2 Delivery. Developer shall deliver all Deliverables within the times specified in the Development Schedule and in accordance with the Specifications.

2.3 Manner of Delivery. Developer agrees to comply with all reasonable requests of Client as to the manner of delivery of all Deliverables, which may include delivery by electronic means. A tentative schedule for completion of Developer's work, as set forth herein, is set forth in Exhibit "A", attached hereto and incorporated by referenced herein.

2.4 Delivery of Source Materials. Upon request by Client, but in no event later than the delivery of the Final Version, Developer shall deliver to Client all Source Materials.

Section 3

TESTING AND ACCEPTANCE; EFFECT OF REJECTION

3.1 Testing and Acceptance Procedure. All Software Deliverables shall be thoroughly tested by Developer and all necessary corrections as a result of such testing shall be completed, prior to delivery to Client. Upon receipt of a Software Deliverable, Client shall have a period of 10 days within which to test the item (the "Acceptance Period") and to notify Developer in writing of its acceptance or rejection based on its test results. If Client has not given notice of rejection within the Acceptance Period, the Software Deliverable will be deemed to be accepted. No delivery of a Software Deliverable shall be considered complete unless and until Client has received all Documentation necessary to support the use and modification of the Software Deliverable. If Client accepts the Software Deliverable, the milestone payment for that Deliverable (set forth in Schedule "A") is then due.

3.2 Correction. If Client requests that Developer correct errors in the Software Deliverable, Developer shall within 7 days of such notice, or such longer period as Client may allow, submit at no additional charge a revised Deliverable in which such Errors have been corrected. Upon receipt of the corrected SoftDeliverable, Client shall have an additional 5 days to test the Deliverable and either (1) accept it (making the milestone payment set out in Schedule "A"); or (2) request that Developer make further corrections to the Deliverable to meet the Specifications and repeat the correction and review procedure set forth in this Paragraph 3.2. In the event Client determines, in its sole discretion, that the Deliverable continues to include Errors after three attempts at correction by Developer, Client may terminate this Agreement.

Section 4

OTHER OBLIGATIONS OF DEVELOPER

4.1 Software Warranty. Developer represents and warrants that the Software (1) will be of high quality and free of defects in material and workmanship in all material

respects; and (2) will conform in all respects to the functional and other descriptions contained in the Specifications. For a period of 90 days after the date of acceptance of the Final Version by Client (the "Warranty Period"), Developer agrees to remedy or fix at its own expense any Errors.

4.2 Software Support. Developer also agrees to provide Client with the support services stated in Schedule "D" to maintain and update the Software during the Warranty Period at no cost to Client. Such assistance shall consist of telephone support, debugging, and additional programming time, not to exceed 25 hours per calendar month.

4.3 Maintenance Period. After the expiration of the Warranty Period, Developer agrees to provide Client with the services stated in Schedule "D", at Client's option, for 3 years after the last day of the Warranty Period (the "Maintenance Period") at fees to be later negotiated. Such maintenance shall include correcting any Errors or any failure of the Software to conform to the Specifications. Maintenance shall not include the development of Enhancements.

4.4 Enhancements. During the Maintenance Period, if Client wishes to modify the Software, it may request that Developer provide a bid to provide such Enhancements. Developer shall provide Client a first priority on its resources to create the Enhancements over any other third-party with the exception of obligations under contracts with third parties existing on the date of the notice. Such services shall be provided on a time and materials basis at the most favored price under which Developer provides such services to third parties.

Section 5

PROPRIETARY RIGHTS

5.1 Client's Ownership Rights. Developer acknowledges and agrees that except as stated in Section 5.3, the Software Content and Documentation, User Manual, Training Materials, and any and all materials of any sort whatsoever created or produced by Developer in connection with the performance of this Agreement, including but not limited to images, graphic user interface, source and object code, and any documentation and notes associated with the Software, are and shall be the property of Client. Title to all intellectual property rights including, but not limited to, copyrights, trademarks, patents and trade secrets in the Software Content and Documentation is with, and shall remain with Client. Developer agrees to sign such additional documents as reasonably required by Client to vest title in Client. Developer expressly agrees that any and all material created or produced in the performance of this Agreement which is capable of protection by the Copyright law of the United State of America is a work for hire of Client.

5.2 Assignment of Rights.

A. Except as expressly provided in Section 5.3, Developer hereby irrevocably assigns, conveys and otherwise transfers to Client, and its respective successors and assigns, all rights, title and interests worldwide in and to the Software Content and Documentation and all copyrights, trade secrets, patents, trademarks and other intellectual property rights and all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event Developer has any rights in and to the Software Content or Documentation that cannot be assigned to Client, Developer hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Client, its distributors and customers, whether now known or hereafter to become known and agrees, at the

request and expense of Client and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights.

B. In the event Developer has any rights in and to the Software Content or Documentation that cannot be assigned to Client and cannot be waived, Developer hereby grants to Client, and its respective successors and assigns, an exclusive, worldwide, royalty-free license during the term of the rights to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense through multiple tiers of sublicensees and assign such rights in and to the Software Content and the Documentation including, without limitation, the right to use in any way whatsoever the Software Content and Documentation. Developer retains no rights to use the Software Content and Documentation except as stated in Section 5.3 and agrees not to challenge the validity of the copyright ownership by Client in the Software Content and Documentation.

5.3 Power of Attorney. Developer agrees to execute, when requested, patent, copyright, or similar applications and assignments to Client, and any other lawful documents deemed necessary by Client to carry out the purpose of this Agreement. Developer further agrees that the obligations and undertaking stated in this Section 5.4 will continue beyond the termination of this Agreement. In the event that Client is unable for any reason whatsoever to secure Developer's signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to the Software Content and Documentation (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Developer hereby irrevocably designates and appoints Client and its duly authorized officers and agents as his agents and attorneys-in-fact to act for and in his behalf and instead of Developer, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by Developer.

5.4 License to Software Content and Client Content. Client grants to Developer a nonexclusive, worldwide license to reproduce and modify the Software Content to develop and maintain the Software.

5.5 Licenses of Third-Party Content. Developer shall be responsible for obtaining and purchasing any necessary licenses to use third-party content other than the third-party content listed on Schedule "C" as Client Content. All such licenses shall be taken in the name of Client.

5.6 Licenses for Developer Tools. Developer shall be responsible for obtaining licenses for and paying license fees for any Developer Tools used in this project that are not owned by Developer.

Section 6 PAYMENT

6.1 Payment Schedule. The fees set forth in Schedule "___" shall be paid as provided in such Schedule.

6.2 Maintenance Fees. If Client chooses to have Developer perform maintenance and support service during the Maintenance Period, the fee stated in Section 4.3 shall be due thirty (30) days prior to the commencement date of each year of the Maintenance Period.

6.3 Taxes. Developer is an independent contractor of Client. Developer shall be

responsible for the payment of all income, payroll, sales, use and similar taxes associated with this contract. Client shall not be responsible for, or provide any benefits to Developer which Client provides its own employees.

6.4 Expenses. Except as expressly stated in this Agreement or in a later writing signed by Client, Developer shall bear all expenses arising from the performance of its obligations under this Agreement.

Section 7

CONFIDENTIALITY

7.1 Confidential Information. The terms of this Agreement, the Source Materials and technical and marketing plans or other sensitive business information, including all materials containing said information, which are supplied by Client to Developer or developed by Developer in the course of developing the Software are the confidential information ("Confidential Information") of Client.

7.2 Restrictions on Use. Developer agrees that except as authorized in writing by Client:

A. Developer will preserve and protect the confidentiality of all Confidential Information.

B. Developer will not disclose to any third-party, the existence, source, content or substance of the Confidential Information or make copies of Confidential Information.

C. Developer will not deliver Confidential Information to any third-party, or permit the Confidential Information to be removed from Developer's premises

D. Developer will not use Confidential Information in any way other than to develop the Software as provided in this Agreement.

E. Developer will not disclose, use or copy any third-party information or materials received in confidence by Developer for purposes of work performed under this Agreement

F. Developer shall require that each of its employees who work on or have access to the Confidential Information sign a suitable confidentiality and assignment agreement and be advised of the confidentiality and other applicable provisions of this Agreement.

7.3 Limitations. Information shall not be considered to be Confidential Information if Developer can demonstrate that it (i) is already or otherwise becomes publicly known through no act of Developer; (ii) is lawfully received from third parties subject to no restriction of confidentiality; (iii) can be shown by Developer to have been independently developed by it without use of the Confidential Information; or (iv) is authorized in writing by Client to be disclosed, copied or used.

7.4 Return of Source Materials. Upon Client's acceptance of the Final Version, or upon Client's earlier request, Developer shall provide Client with all copies and originals of the Software Content, Client Content and Source Materials, as well as any other materials provided to Developer, or created by Developer under this Agreement. Not later than seven (7) days after the termination of this Agreement for any reason, or if sooner requested by Client, Developer will return to Client all originals and copies of the Confidential Information, Software Content, Client Content and Source Materials, as well as any other materials provided to Developer, or created by Developer under this

Agreement, except that Developer may retain one copy of the Software Content and Source Materials, which will remain the Confidential Information of Client, for the sole purpose of assisting Developer in maintaining the Software. Developer shall return said copy to Client promptly upon request by Client.

Section 8 WARRANTIES COVENANTS AND INDEMNIFICATION

8.1 Warranties and Covenants of Developer. Developer represents, warrants and covenants to Client the following:

A. Developer has the full power to enter into this Agreement and perform the services provided for herein, and that such ability is not limited or restricted by any agreements or understandings between Developer and other persons or companies.

B. Any information or materials developed for, or any advice provided to Client, shall not rely or in any way be based upon confidential or proprietary information or trade secrets obtained or derived by Developer from sources other than Client unless Developer has received specific authorization in writing to use such proprietary information or trade secrets.

C. Except to the extent based on Client Content used as licensed to Developer in Section 5.4 and on licenses obtained by Client, the use, public display, public performance, reproduction, distribution, or modification of the Software Content and Documentation does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents. The use of the Developer Tools in the Software Content and Documentation does not and will not violate the rights of any third parties, including but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents.

D. Developer performance of this Agreement will not conflict with any other contract to which Developer is bound, and while developing the Software, Developer will not engage in any such consulting services or enter into any agreement in conflict with this Agreement.

E. The Software Content and the Documentation was created solely by Developer, Developer's full-time employees during the course of their employment, or approved independent contractors who assigned all right, title and interest worldwide in their work to Contractor.

F. Developer is the owner of all right, title and interest in the tangible forms of the Software Content and Documentation assigned herein, and all intellectual property rights protecting same. The Software Content and Documentation and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions.

G. Developer has maintained and will maintain the Source Material in confidence.

H. The Software Content and the Documentation is not in the public domain.

8.2 Developer's Indemnity. Developer agrees to defend, indemnify and hold harmless Client and its directors, officers, its employees, sublicensees, and agents from and against all claims, defense costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of such claims, including without limitation claims of:

A. alleged infringement or violation of any trademark, copyright, trade secret, right of publicity or privacy, patent or other proprietary right with respect to the Software Content or Documentation unless based on the use of the Client Content or on licenses obtained by Client;

B. any use of confidential or proprietary information or trade secrets Developer has obtained from sources other than Client;

C. Any negligent act, omission, or willful misconduct of Developer in the performance of this Agreement; and

D. the breach of any covenant or warranty set forth in Section 8.1 above.

8.5 Obligations Relating to Indemnity. Developer's obligation to indemnify requires that Client notify Developer promptly of any claim as to which indemnification will be sought and provide Developer reasonable cooperation in the defense and settlement thereof.

8.6 Client's Indemnification. Client agrees to defend, indemnify, and hold harmless Developer and its directors, officers, its employees and agents from and against all claims, defense costs (including reasonable attorneys' fees), judgments and other expenses arising out of the breach of the following covenants and warranties:

A. Client possesses full power and authority to enter into this Agreement and to fulfill its obligations hereunder.

B. The performance of the terms of this Agreement and of Client's obligations hereunder shall not breach any separate agreement by which Client is bound.

C. The use, public display, public performance, reproduction, distribution, or modification of Client Content in accordance with the license granted to Developer in this agreement does not and will not violate the rights of any third parties including, but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents.

8.5 Obligations Relating to Indemnity. Client's obligation to indemnify requires that Developer notify Client promptly of any claim as to which indemnification will be sought and provide Client reasonable cooperation in the defense and settlement thereof.

Section 9

TERMINATION

9.1 Termination for Non-Performance or Delay. In the event of a termination of this Agreement by Client pursuant to Paragraph 3.2 hereof, Client will have no further obligations or liabilities under this Agreement. Client will have the right, in addition to all of its other rights, to require Developer to deliver to Client all of Developer's work in progress, including all originals and copies thereof, as well as any other materials provided to Developer by Client or third parties, or created by Developer under this

Agreement. Developer may keep any milestone payments which have been paid or are due under Schedule "A", and such payments shall be deemed payment in full for all obligations of Client under this Agreement, including full payment for all source code, object code, documentation, notes, graphics and all other materials and work relating to the portion of the Software and the assignment or licenses of rights relating to the Software which has been completed as of the time of termination.

9.2 Termination for Convenience. Client shall have the right at any time to terminate this Agreement upon fifteen (15) days notice by giving written notice of termination to Developer. Developer shall immediately cease all work on the Software. In the event of such termination, Client's entire financial obligation to Developer shall be for then accrued payments due under the Development Schedule, plus the prorated portion of the next payment, if any, due with respect to items being worked on but not yet delivered at the time of termination. The pro-rata payment shall be calculated by determining what percentage of the total work required for the next milestone has been completed by the date of Developer's receipt of the termination notice.

9.3 Automatic Termination. This Agreement will be terminated automatically, without notice, (i) upon the institution by or against Developer of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Developer's debts; (ii) upon Developer making an assignment for the benefit of creditors; or (iii) upon Developer's repudiation of the contract.

Section 10 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law; Venue. The validity, construction, and performance of this Agreement shall be governed by the laws of the state of California, and all claims and/or lawsuits in connection with agreement must be brought in the Superior Court for the County of Los Angeles.

Section 11 MISCELLANEOUS PROVISIONS

11.1 Notices. For purposes of all notices and other communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below. All notices shall be in writing and shall be deemed to have been duly given if sent by facsimile, the receipt of which is confirmed by return facsimile, or sent by first class registered or certified mail or equivalent, return receipt requested, addressed to the parties at their addresses set forth below:

If to Developer:

Joe Atalla

If to Client:

Southern California Jt. Pole Committee
437 S. Cataract Ave., Unit 3
San Dimas, CA 91773
Attn: Jennie Corella

11.2 Entire Agreement. This Agreement, including the attached Schedules which are incorporated herein by reference as though fully set out, contains the entire understanding

and agreement of the parties with respect to the subject matter contained herein, supersedes all prior oral or written understandings and agreements relating thereto except as expressly otherwise provided, and may not be altered, modified or waived in whole or in part, except in writing, signed by duly authorized representatives of the parties.

11.3 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions shall remain in full force and effect as if said provision never existed.

11.4 Assignment. This Agreement is personal to Developer. Developer may not sell, transfer, sublicense, hypothecate or assign its rights and duties under this Agreement without the written consent of Client. No rights of Developer hereunder shall devolve by operation of law or otherwise upon any receiver, liquidator, trustee, or other party. This Agreement shall inure to the benefit of Client, its successors and assigns.

11.5 Waiver/Amendment. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless consented to by both parties in writing. No failure or delay by either party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.

11.6 Agency. The parties are separate and independent legal entities. Developer is performing services for Client as an independent contractor. Nothing contained in this Agreement shall be deemed to constitute either Developer or Client an agent, representative, partner, joint venturer or employee of the other party for any purpose. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Developer is an independent contractor, not an employee of Client. No employment relationship is created by this Agreement. Developer shall retain independent professional status throughout this Agreement and shall use his/her own discretion in performing the tasks assigned.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date set forth above.

Client:

Developer:

By: _____
Print Name:

By: _____
Print Name:

Southern California Joint Pole Committee
437 So. Cataract Ave. Unit 3
San Dimas, CA 91773
Phone (909) 592-4001
Fax (909) 592-4636

November 13, 2007

A meeting of the **Computer ad hoc Committee** took place on the above date, at 1:00 p.m., at the Committee office. Those in attendance were:

Ms. Sherri Goetz	Southern California Edison
Ms. Velma Prouty	AT&T California
Mr. Cory Autrey	Sprint-Nextel
Mr. Robert Allen	City of LA (teleconference)
Mr. Sheldon Cox	City of Pasadena
Mr. Malcolm Brown	Verizon Wireless
Ms. Lynn Prescott	Verizon Wireless
Ms. Sue Thomas	Sprint PCS
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff

Ms. Goetz opened the meeting by addressing **Item 1435: iPAM Contract Phase I Completion**. She reported that there are some changes to the contract draft. Ms. Corella distributed copies of the revised contract (see attachment).

The members questioned number C on page 1, which states, "Convert partial database from FRIEND to IPAM as specified by Project Manager". Ms. Corella responded that she believes that the partial conversion is for the testing phase only. It was agreed to inquire with Ms. Pranata on this issue upon her return.

In regards to "G" Ms. Hernandez stated that she compiled issues that she feels in her opinion should be addressed during the training sessions.

It was agreed that the members would need to approve the training program, and Mr. Atalla would not facilitate the training session. In the opinion of the ad hoc members, Mr. Atalla is lacking in training skills, therefore, it was suggested that Ms. Pranata would facilitate the training sessions.

The members reviewed the revisions. Mr. Autrey stated that it must be clear what deliverables are expected from the completion of Phase I. It was noted that section 1.2 describes Phase I.

The members discussed the several schedules mentioned in the contract document. Ms. Prescott volunteered to create a deliverable stage schedule.

On page six under testing and acceptance, Ms. Goetz stated that the number of days was increased. In section 3.2 it was agreed to increase the additional 30-day period to 120 days.

In section 4.1, the period of 90 days was increased to 12 months. In section 4.2 it was agreed that Ms. Pranata work on schedule D, which alludes to support services.

It was agreed the ad hoc would work on the schedules contents. Ms. Corella stated that she has attempted to contact the lawyer who drew up the contract, with questions in regards to the schedules, and other ambiguities in the contract. However, she has not received a response to date. It was agreed to attempt to contact the IT attorney once again.

In section 5.5 it was agreed that Ms. Pranata would identify from Hyperlink any software licensing required to be purchased in the name of the committee.

Section 1.2 alludes to client content; therefore, it appears that schedule B should contain all material provided by the committee to be used in the software program. This should be all JPA forms, membership information, Routine Handbook, and Authorized Costs, and user Ids, and pass codes.

The ad hoc agreed that they must create descriptions for 1.18, Training Package, and 1.19 scoping document.

It was agreed to place this contract on the discussion calendar of the next administrative board meeting.

There were no miscellaneous items.

The meeting adjourned at 1:45 pm, until January 2008.

Jennie Corella - Manager of Operations

Attachment

SOFTWARE DEVELOPMENT AGREEMENT

This Agreement is entered into by and between Southern California Joint Pole Committee ("Client") and Joe Atalla, doing business as Hyperlink Technology & Multimedia ("Developer") as of September __ 2007 (the "Effective Date").

RECITALS

WHEREAS, Developer has substantial experience in developing computer software applications for third parties;

WHEREAS, Client wishes to have Developer revise software applications and database programs according to Client's specifications, and Developer is interested in undertaking such work;

WHEREAS, the Developer has agreed to do all of the following:

- A. Upgrade the Development Tools to MS VS 2005; and
- B. Upgrade the Database to MS SQL 2005; and
- C. Convert partial database from FRIEND to IPAM as specified by Project Manager, and
- D. Work with SCJPC Membership to complete Phase I of the Transaction Application; through coordination with Project Manager; and
- E. Work with the Project Manager to remedy any errors in the working of the Transaction Application from development through implementation; and
- F. Provide a scoping document that describes technology used for Client's Applications; (note: will be discussed at the next computer meeting 11/13/2007. Members to ask their IT departments); and
- G. Provide training for test phases with input from SCJPC Membership to include development of outline for User's Manual; and

- H. Work with Client to produce User's Manual for training package, which meets with Client's approval; (note: will be discussed at the next computer meeting 11/13/2007); and
- I. Provide Support for users during IPAM training sessions. Training session days and times will be determined by SCJPC (between 9 a.m. to 5 p.m.); (note: will be discussed at the next computer meeting 11/13/2007); and
- J. Convert Database Import from FRIEND to iPAM.
- K. Refer to maintenance contract for any errors found after Phase I is completed. (note: will be discussed at the next computer meeting 11/13/2007);

WHEREAS, all information developed by Developer will be a "work for hire" and Client shall own all information fixed in a tangible medium, including, but not limited to, any and all source code;

WHEREAS, Client shall approve all specifications for the software, prior to development of the application, including any design changes during development;

WHEREAS, Client shall approve each prototype prior to further development of the application.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, Client and Developer agree as follows:

Section 1. DEFINITIONS

- 1.1 "Beta Version" means a working version of the Software recorded in executable form on the specified medium with any necessary supporting software and data, which has been fully tested by Developer prior to delivery and which Developer believes in good faith to be bug-free and to fully implement all functions called for in the Specifications.
- 1.2 "Client Content" means the material provided by Client to be incorporated into the Software, as listed on Schedule "B".
- 1.3 "Data Base" means either of two data bases: (A) The FRIEND data base currently used by Client's staff for billing purposes, and (B) the iPAM database currently used by

members for the preliminary JPA approval process. As explained herein, the FRIEND data base will be imported into iPAM.

- 1.4 “Database Import” means the data base currently existing in FRIEND which will be imported, by the Developer, into iPAM.
- 1.5 “Development Schedule shall be as set forth in Schedule “A” to this Agreement which lists the deliverable items contracted for ("Deliverables") and the deadlines for their delivery. Payment Schedule shall be as also set forth in Schedule “A”.
- 1.6. “Developer Tools” means the software tools of general application, whether owned or licensed to Developer, which are used to develop the Software. Such Developer Tools will be upgraded in the manner set forth herein.
- 1.7 “Deliverable” means a product or service provided by Developer pursuant to the terms of this Agreement.
- 1.8 “Documentation” means the documentation for the software developed by Developer specifically for the Software and other material which implement the Software. Source materials and user manuals are part of the Documentation.
- 1.9 “Enhancements” means any improvements to the Software to implement new features or add new material. Enhancements shall include modifications to the Software Content to make the Software operate on a Server System.
- 1.10 “Error” means any failure of the Software (i) to meet the Specifications and/or (ii) to operate with the Server System, as determined by Client.
- 1.11 “Final Version” means a non-copy protected and unencrypted disk master of the final version of the Software, recorded in executable form on the specified medium with any necessary supporting software and data, as to which all development work hereunder, and corrections to the Beta Version, have been completed and which meets the Specifications.
- 1.12 “Phase I” entails the completion of the work necessary to permit electronic transfer of preliminary joint point agreements between members during the joint pole

agreement process.

- 1.13 “Project Manager” refers to an employee of the Client overseeing the entire project.
- 1.14 “Source Materials” means (i) all documentation, notes, development aids, technical documentation and other materials provided to Developer by Client for use in developing the Software; and (ii) the source code, documentation, notes and other materials which are produced or created by Developer during the development of the Software, in such internally documented form as is actually used by Developer for development and maintenance of the Software.
- 1.15 “Software Content” shall mean (i) the graphic user interface, text, images and functional material aspects of the Software developed by Developer under this Agreement which is executable to users and (ii) software (including all scripts) developed by Developer under this Agreement to implement the Software.
- 1.16 “Software” means the Software Application to be developed for Client which is described in the Specifications. Specifications for the Software shall be as set forth in Schedule "A " to this Agreement.
- 1.17 “User Manual” means a step-by-step guide to processing the preliminary joint pole agreements from the initiation through final approval.
- 1.18 “Training Package” means....
(note: will be discussed at the next computer meeting 11/13/2007)
- 1.19 Scoping Document means....
(note: will be discussed at the next computer meeting 11/13/2007)

Section 2. DEVELOPMENT AND DELIVERY OF DELIVERABLES

- 2.1 Developer will do all of the following:
- A. Developer will do all things necessary to upgrade the Development Tools to be MS VS 2005 compatible.
 - B. Developer will do all things necessary to upgrade the Database to be compatible with MS SQL 2005.

- C. Developer will work with the Project Manager on Phase I of the Transaction Application.
- D. Developer will work with the Project Manager to complete Phase I of the Transaction Application.
- E. Developer will work with the Project Manager to remedy any errors in the working of the Transaction Application; and
- F. Developer will work with Client to create User's Manual. In working to create the User's Manual, Developer will provide a complete final draft of the User Manual by the time specified in Schedule "A".
- G. Developer will provide three days of training of IPAM from 9 a.m. to 5 p.m.; one training class per day.
- H. Developer will convert **Database** Import from FRIEND to IPAM.

2.2 Development; Progress Reports.

- A. Developer shall use its best efforts to develop each Deliverable in accordance with the Specifications. Developer shall first prepare a design for the Software. This design shall include drawings of the user interface, a schematic of how to navigate the Software, and a list of all components. All development work will be performed by Developer or its employees at Developer's offices or by approved independent contractors who have executed confidentiality and assignment agreements which are acceptable to Client. Developer agrees that no development work shall be performed by independent contractors without the express written approval of Client.
- B. With respect to development of Software Deliverables, on each week following execution of this Agreement during which any development and/or testing hereunder remains uncompleted, and whenever else Client shall reasonably request, Developer shall contact, or meet with Client's representative, and report all tasks completed and problems encountered

relating to development and testing of the Software. During such discussion or meeting, Developer shall advise Client in detail of any recommended changes with respect to remaining phases of development in view of Developer's experience with the completed development. In addition, Developer shall contact Client's representative promptly by telephone upon discovery of any event or problem that will materially delay development work, and thereafter, if requested, promptly confirm such report in writing.

- 2.2 Delivery. Developer shall deliver all Deliverables within the times specified in the Development Schedule and in accordance with the Specifications.
- 2.3 Manner of Delivery. Developer agrees to comply with all reasonable requests of Client as to the manner of delivery of all Deliverables, which may include delivery by electronic means. A tentative schedule for completion of Developer's work, as set forth herein, is set forth in Exhibit "A", attached hereto and incorporated by referenced herein.
- 2.4 Delivery of Source Materials. Upon request by Client, but in no event later than the delivery of the Final Version, Developer shall deliver to Client all Source Materials.

Section 3 TESTING AND ACCEPTANCE; EFFECT OF REJECTION

- 3.1 Testing and Acceptance Procedure. All Software Deliverables shall be thoroughly tested by Developer and all necessary corrections as a result of such testing shall be completed, prior to delivery to Client. Upon receipt of a Software Deliverable, Client shall have a period of 120 days within which to test the item (the "Acceptance Period") and to notify Developer in writing of its acceptance or rejection based on its test results. If Client has not given notice of rejection within the Acceptance Period, the Software Deliverable will be deemed to be accepted. No delivery of a Software Deliverable shall be considered complete unless and until Client has received all Documentation necessary to support the use and modification of the Software Deliverable. If Client accepts the Software Deliverable, the milestone payment for that Deliverable (set forth in Schedule "A") is then due.

3.2 Correction. If Client requests that Developer correct errors in the Software Deliverable, Developer shall within 30 days of such notice, or such longer period as Client may allow, submit at no additional charge a revised Deliverable in which such Errors have been corrected. Upon receipt of the corrected SoftDeliverable, Client shall have an additional 30 days to test the Deliverable and either (1) accept it (making the milestone payment set out in Schedule "A"); or (2) request that Developer make further corrections to the Deliverable to meet the Specifications and repeat the correction and review procedure set forth in this Paragraph 3.2. In the event Client determines, in its sole discretion, that the Deliverable continues to include Errors after three attempts at correction by Developer, Client may terminate this Agreement.

Section 4 OTHER OBLIGATIONS OF DEVELOPER

- 4.1 Software Warranty. Developer represents and warrants that the Software (1) will be of high quality and free of defects in material and workmanship in all material respects; and (2) will conform in all respects to the functional and other descriptions contained in the Specifications. For a period of 90 days after the date of acceptance of the Final Version by Client (the "Warranty Period"), Developer agrees to remedy or fix at its own expense any Errors.
- 4.2 Software Support. Developer also agrees to provide Client with the support services stated in Schedule "D" to maintain and update the Software during the Warranty Period at no cost to Client. Such assistance shall consist of telephone support, debugging, and additional programming time, not to exceed 25 hours per calendar month.
- 4.3 Maintenance Period. After the expiration of the Warranty Period, Developer agrees to provide Client with the services stated in Schedule "D", at Client's option, for 3 years after the last day of the Warranty Period (the "Maintenance Period") at fees to be later negotiated. Such maintenance shall include correcting any Errors or any failure of the Software to conform to the Specifications. Maintenance shall not include the development of Enhancements.
- 4.4 Enhancements. During the Maintenance Period, if Client wishes to modify the Software, it may request that Developer provide a bid to provide such Enhancements. Developer shall

provide Client a first priority on its resources to create the Enhancements over any other third-party with the exception of obligations under contracts with third parties existing on the date of the notice. Such services shall be provided on a time and materials basis at the most favored price under which Developer provides such services to third parties.

Section 5 PROPRIETARY RIGHTS

5.1 Client's Ownership Rights. Developer acknowledges and agrees that except as stated in Section 5.3, the Software Content and Documentation, User Manual, Training Materials, and any and all materials of any sort whatsoever created or produced by Developer in connection with the performance of this Agreement, including but not limited to images, graphic user interface, source and object code, and any documentation and notes associated with the Software, are and shall be the property of Client. Title to all intellectual property rights including, but not limited to, copyrights, trademarks, patents and trade secrets in the Software Content and Documentation is with, and shall remain with Client. Developer agrees to sign such additional documents as reasonably required by Client to vest title in Client. Developer expressly agrees that any and all material created or produced in the performance of this Agreement which is capable of protection by the Copyright law of the United State of America is a work for hire of Client.

5.2 Assignment of Rights.

A. Except as expressly provided in Section 5.3, Developer hereby irrevocably assigns, conveys and otherwise transfers to Client, and its respective successors and assigns, all rights, title and interests worldwide in and to the Software Content and Documentation and all copyrights, trade secrets, patents, trademarks and other intellectual property rights and all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event Developer has any rights in and to the Software Content or Documentation that cannot be assigned to Client, Developer hereby unconditionally and irrevocably waives the enforcement of all such rights,

and all claims and causes of action of any kind with respect to any of the foregoing against Client, its distributors and customers, whether now known or hereafter to become known and agrees, at the request and expense of Client and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights.

- B. In the event Developer has any rights in and to the Software Content or Documentation that cannot be assigned to Client and cannot be waived, Developer hereby grants to Client, and its respective successors and assigns, an exclusive, worldwide, royalty-free license during the term of the rights to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense through multiple tiers of sublicensees and assign such rights in and to the Software Content and the Documentation including, without limitation, the right to use in any way whatsoever the Software Content and Documentation. Developer retains no rights to use the Software Content and Documentation except as stated in Section 5.3 and agrees not to challenge the validity of the copyright ownership by Client in the Software Content and Documentation.

- 5.3 Power of Attorney. Developer agrees to execute, when requested, patent, copyright, or similar applications and assignments to Client, and any other lawful documents deemed necessary by Client to carry out the purpose of this Agreement. Developer further agrees that the obligations and undertaking stated in this Section 5.4 will continue beyond the termination of this Agreement. In the event that Client is unable for any reason whatsoever to secure Developer's signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to the Software Content and Documentation (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Developer hereby irrevocably designates and appoints Client and its duly authorized officers and agents as his agents and attorneys-in-fact to act for and in his behalf and instead of Developer, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights

or other rights thereon with the same legal force and effect as if executed by Developer.

- 5.4 License to Software Content and Client Content. Client grants to Developer a nonexclusive, worldwide license to reproduce and modify the Software Content to develop and maintain the Software.
- 5.5 Licenses of Third-Party Content. Developer shall be responsible for obtaining and purchasing any necessary licenses to use third-party content other than the third-party content listed on Schedule "C" as Client Content. All such licenses shall be taken in the name of Client.
- 5.6. Licenses for Developer Tools. Developer shall be responsible for obtaining licenses for and paying license fees for any Developer Tools used in this project that are not owned by Developer.

Section 6 PAYMENT

- 6.1 Payment Schedule. The fees set forth in Schedule "__" shall be paid as provided in such Schedule.
- 6.2 Maintenance Fees. If Client chooses to have Developer perform maintenance and support service during the Maintenance Period, the fee stated in Section 4.3 shall be due thirty (30) days prior to the commencement date of each year of the Maintenance Period.
- 6.3 Taxes. Developer is an independent contractor of Client. Developer shall be responsible for the payment of all income, payroll, sales, use and similar taxes associated with this contract. Client shall not be responsible for, or provide any benefits to Developer which Client provides its own employees.
- 6.4 Expenses. Except as expressly stated in this Agreement or in a later writing signed by Client, Developer shall bear all expenses arising from the performance of its obligations under this Agreement.

Section 7 CONFIDENTIALITY

- 7.1 Confidential Information. The terms of this Agreement, the Source Materials and technical and marketing plans or other

sensitive business information, including all materials containing said information, which are supplied by Client to Developer or developed by Developer in the course of developing the Software are the confidential information ("Confidential Information") of Client.

7.2 Restrictions on Use. Developer agrees that except as authorized in writing by Client:

- A. Developer will preserve and protect the confidentiality of all Confidential Information.
- B. Developer will not disclose to any third-party, the existence, source, content or substance of the Confidential Information or make copies of Confidential Information.
- C. Developer will not deliver Confidential Information to any third-party, or permit the Confidential Information to be removed from Developer's premises
- D. Developer will not use Confidential Information in any way other than to develop the Software as provided in this Agreement.
- E. Developer will not disclose, use or copy any third-party information or materials received in confidence by Developer for purposes of work performed under this Agreement
- F. Developer shall require that each of its employees who work on or have access to the Confidential Information sign a suitable confidentiality and assignment agreement and be advised of the confidentiality and other applicable provisions of this Agreement.

7.3 Limitations. Information shall not be considered to be Confidential Information if Developer can demonstrate that it (i) is already or otherwise becomes publicly known through no act of Developer; (ii) is lawfully received from third parties subject to no restriction of confidentiality; (iii) can be shown by Developer to have been independently developed by it without use of the Confidential Information; or (iv) is authorized in writing by Client to be disclosed, copied or used.

7.4 Return of Source Materials. Upon Client's acceptance of the Final Version, or upon Client's earlier request, Developer shall provide Client with all copies and originals of the Software Content, Client Content and Source Materials, as well as any other materials provided to Developer, or created by Developer under this Agreement. Not later than seven (7) days after the termination of this Agreement for any reason, or if sooner requested by Client, Developer will return to Client all originals and copies of the Confidential Information, Software Content, Client Content and Source Materials, as well as any other materials provided to Developer, or created by Developer under this Agreement, except that Developer may retain one copy of the Software Content and Source Materials, which will remain the Confidential Information of Client, for the sole purpose of assisting Developer in maintaining the Software. Developer shall return said copy to Client promptly upon request by Client.

Section 8 WARRANTIES COVENANTS AND INDEMNIFICATION

- 8.1 Warranties and Covenants of Developer. Developer represents, warrants and covenants to Client the following:
- A. Developer has the full power to enter into this Agreement and perform the services provided for herein, and that such ability is not limited or restricted by any agreements or understandings between Developer and other persons or companies.
 - B. Any information or materials developed for, or any advice provided to Client, shall not rely or in any way be based upon confidential or proprietary information or trade secrets obtained or derived by Developer from sources other than Client unless Developer has received specific authorization in writing to use such proprietary information or trade secrets.
 - C. Except to the extent based on Client Content used as licensed to Developer in Section 5.4 and on licenses obtained by Client, the use, public display, public performance, reproduction, distribution, or modification of the Software Content and

Documentation does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents. The use of the Developer Tools in the Software Content and Documentation does not and will not violate the rights of any third parties, including but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents.

- D. Developer performance of this Agreement will not conflict with any other contract to which Developer is bound, and while developing the Software, Developer will not engage in any such consulting services or enter into any agreement in conflict with this Agreement.
- E. The Software Content and the Documentation was created solely by Developer, Developer's full-time employees during the course of their employment, or approved independent contractors who assigned all right, title and interest worldwide in their work to Contractor.
- F. Developer is the owner of all right, title and interest in the tangible forms of the Software Content and Documentation assigned herein, and all intellectual property rights protecting same. The Software Content and Documentation and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions.
- G. Developer has maintained and will maintain the Source Material in confidence.
- H. The Software Content and the Documentation is not in the public domain.

8.2 Developer's Indemnity. Developer agrees to defend, indemnify and hold harmless Client and its directors, officers, its employees, sublicensees, and agents from and against all claims, defense costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of such claims, including without limitation claims of:

- A. alleged infringement or violation of any trademark, copyright, trade secret, right of publicity or privacy, patent or other proprietary right with respect to the Software Content or Documentation unless based on the use of the Client Content or on licenses obtained by Client;
- B. any use of confidential or proprietary information or trade secrets Developer has obtained from sources other than Client;
- C. Any negligent act, omission, or willful misconduct of Developer in the performance of this Agreement; and
- D. the breach of any covenant or warranty set forth in Section 8.1 above.

8.5 Obligations Relating to Indemnity. Developer's obligation to indemnify requires that Client notify Developer promptly of any claim as to which indemnification will be sought and provide Developer reasonable cooperation in the defense and settlement thereof.

8.6 Client's Indemnification. Client agrees to defend, indemnify, and hold harmless Developer and its directors, officers, its employees and agents from and against all claims, defense costs (including reasonable attorneys fees), judgments and other expenses arising out of the breach of the following covenants and warranties:

- A. Client possesses full power and authority to enter into this Agreement and to fulfill its obligations hereunder.
- B. The performance of the terms of this Agreement and of Client's obligations hereunder shall not breach any separate agreement by which Client is bound.
- C. The use, public display, public performance, reproduction, distribution, or modification of Client Content in accordance with the license granted to Developer in this agreement does not and will not violate the rights of any third parties including, but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents.

- 8.5 Obligations Relating to Indemnity. Client's obligation to indemnify requires that Developer notify Client promptly of any claim as to which indemnification will be sought and provide Client reasonable cooperation in the defense and settlement thereof.

Section 9 TERMINATION

- 9.1 Termination for Non-Performance or Delay. In the event of a termination of this Agreement by Client pursuant to Paragraph 3.2 hereof, Client will have no further obligations or liabilities under this Agreement. Client will have the right, in addition to all of its other rights, to require Developer to deliver to Client all of Developer's work in progress, including all originals and copies thereof, as well as any other materials provided to Developer by Client or third parties, or created by Developer under this Agreement. Developer may keep any milestone payments which have been paid or are due under Schedule "A", and such payments shall be deemed payment in full for all obligations of Client under this Agreement, including full payment for all source code, object code, documentation, notes, graphics and all other materials and work relating to the portion of the Software and the assignment or licenses of rights relating to the Software which has been completed as of the time of termination.
- 9.2 Termination for Convenience. Client shall have the right at any time to terminate this Agreement upon fifteen (15) days notice by giving written notice of termination to Developer. Developer shall immediately cease all work on the Software. In the event of such termination, Client's entire financial obligation to Developer shall be for then accrued payments due under the Development Schedule, plus the prorated portion of the next payment, if any, due with respect to items being worked on but not yet delivered at the time of termination. The pro-rata payment shall be calculated by determining what percentage of the total work required for the next milestone has been completed by the date of Developer's receipt of the termination notice.
- 9.3 Automatic Termination. This Agreement will be terminated automatically, without notice, (i) upon the institution by or against Developer of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of

Developer's debts; (ii) upon Developer making an assignment for the benefit of creditors; or (iii) upon Developer's repudiation of the contract.

Section 10 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law; Venue. The validity, construction, and performance of this Agreement shall be governed by the laws of the state of California, and all claims and/or lawsuits in connection with agreement must be brought in the Superior Court for the County of Los Angeles.

Section 11 MISCELLANEOUS PROVISIONS

11.1 Notices. For purposes of all notices and other communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below. All notices shall be in writing and shall be deemed to have been duly given if sent by facsimile, the receipt of which is confirmed by return facsimile, or sent by first class registered or certified mail or equivalent, return receipt requested, addressed to the parties at their addresses set forth below:

If to Developer:

Joe Atalla

If to Client:

Southern California Jt. Pole Committee
437 S. Cataract Ave., Unit 3
San Dimas, CA 91773
Attn: Jennie Corella

11.2 Entire Agreement. This Agreement, including the attached Schedules which are incorporated herein by reference as though fully set out, contains the entire understanding and agreement of the parties with respect to the subject matter contained herein, supersedes all prior oral or written understandings and agreements relating

thereto except as expressly otherwise provided, and may not be altered, modified or waived in whole or in part, except in writing, signed by duly authorized representatives of the parties.

- 11.3 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions shall remain in full force and effect as if said provision never existed.
- 11.4 Assignment. This Agreement is personal to Developer. Developer may not sell, transfer, sublicense, hypothecate or assign its rights and duties under this Agreement without the written consent of Client. No rights of Developer hereunder shall devolve by operation of law or otherwise upon any receiver, liquidator, trustee, or other party. This Agreement shall inure to the benefit of Client, its successors and assigns.
- 11.5 Waiver/Amendment. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless consented to by both parties in writing. No failure or delay by either party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.
- 11.6 Agency. The parties are separate and independent legal entities. Developer is performing services for Client as an independent contractor. Nothing contained in this Agreement shall be deemed to constitute either Developer or Client an agent, representative, partner, joint venturer or employee of the other party for any purpose. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Developer is an independent contractor, not an employee of Client. No employment relationship is created by this Agreement. Developer shall retain independent professional status throughout this Agreement and shall use his/her own discretion in performing the tasks assigned.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date set forth above.

Client:

Developer:

By: _____

By:

Print Name:

Print Name: