County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

October 16, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVE A SOLE SOURCE AGREEMENT WITH KRATOS GOVERNMENT SOLUTIONS, INCORPORATED TO PROVIDE COMMAND AND CONTROL SOFTWARE CUSTOMIZATION AND DEMONSTRATION SERVICES (ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( ) DISAPPROVE ( )

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to sign a sole source agreement with Kratos Government Solutions, Incorporated (KGS), to provide for the customization and demonstration of the proprietary Command and Control Personal Computer application software (C2PC) for the Los Angeles County Sheriff's Department's (Department) Technology Exploration Unit. The agreement, with a maximum contract sum of $947,228, which is 100 percent subvented by a grant provided by the Bureau of Justice Assistance, shall become effective upon your Board's approval. The agreement shall continue through KGS's receipt of Field Demonstration System Acceptance from the County, which is estimated to span one 13-month period, unless terminated earlier in whole or in part, as provided in the agreement.

2. Authorize the Sheriff, or his designee, to execute all change orders, and amendments as specified in the agreement, if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The term of the agreement with KGS commences on the date the agreement is approved by your Board, and will continue until the County accepts the demonstration software (referred to in the agreement as the "Field Demonstration System Acceptance"). The Department, the first-responder lead agency for the County of Los Angeles, has been seeking to identify and deploy technologies, which can be used during critical incidents. This will allow the Department to manage massive amounts of information, coordinate hundreds of supporting agencies, develop an accurate 'ground truth' and provide the ability for officers and supervisors of any participating unit, in any crisis, to provide real-time situational awareness in a coordinated 'observe-orient-decide and act' decision loop.

The Department of Defense (DoD), United States Coast Guard, and Homeland Security Operations Centers deploy such a visual command and control tool, which is well proven during emergency and combat operations. The Department believes that the C2PC program, if modified and deployed within law enforcement and emergency services at a vehicle level, can provide both the County of Los Angeles and other first-responder emergency service agencies with a critically needed strategic interoperable communications tool. Once modified, this application will provide a common visual presentation in each participant vehicle, and at any command center or dispatch location.

KGS has an exclusive agreement with Northrop Grumman Defense Mission Systems Division (NGMS), the sole-proprietor and owner of the C2PC application source code, to modify the C2PC program for law enforcement use. KGS, utilizing its core competency as an independent verification and validation (IV&V) firm, will provide oversight of NGMS's transformation of the C2PC application into a viable law enforcement/first-responder software application to be known as the Command and Control Personal Computer for Public Safety (C2PC-PS).

The newly created baseline law enforcement version of the battlefield-proven C2PC system will demonstrate to the Federal government, Congress, and other national stakeholders, the vision of how a national first-responder command and control system can be efficiently developed and deployed, by using the proven methods and technology already developed for the DoD and Department of Homeland Security.

The agreement is not intended to provide the Department with a fully operational program. There is not sufficient grant funding available for such a program at this time. The intent of this agreement is to develop a demonstration program, which the Department will be able to deploy in several stations and command centers and up to 400 vehicles. The program, when fully implemented under this agreement, will be used to demonstrate the capability of such a program to Federal, state, and local stakeholders

with the goal of securing sufficient support and Federal oversight of the complete development and full deployment of the program on a Department, County-wide, and regional basis.

While Northrop-Grumman will retain ownership of the developed C2PC-PS software, the County will benefit directly as the program will be designed to meet specifications tailored to the County's resources. This includes both the most basic level (e.g. real-time tracking of vehicle position along with information on equipment currently carried in the Department's vehicles and vehicle occupant status information) to the highest level (designed to fit the County's first-responder command structure). In short, should the program even become commercially available, it will have been custom-tailored from the outset to be most useful to the largest of municipalities, with the size, volume, details, and structure of Los Angeles County.

Implementation of Strategic Plan Goals

With the support of funding provided by the Bureau of Justice Assistance, the Department will realize the achievement of the County of Los Angeles Strategic Plan Goal 1, Service Excellence, and Goal 3, Organizational Effectiveness. By leveraging the proposed agreement for software customization and demonstration services, the Department will be better equipped to complete its core mission more effectively and efficiently, to benefit the safety and security of the residents of Los Angeles County. The Department, as the leading agency among emergency first responders in the County of Los Angeles, continuously seeks out viable interoperability solutions, and as such, is recognized nation-wide as a leader in law enforcement technology.

This project also supports Federal goals, among which include Presidential Directive 5, in support of interoperable communications for the National Incident Management System. Additionally, there is a high likelihood that if the pilot project is successful, the resulting C2PC-PS Program will begin deploying in adjacent jurisdictions teamed with the Department.

FISCAL IMPACT/FINANCING

One hundred percent of the cost for the C2PC-PS customization services is subvented through a grant provided by the Bureau of Justice Assistance. The grant was accepted by your Board on August 8, 2006. The grant expires on September 30, 2008.

The allocation for this project will be included in the Sheriff's Department's Fiscal Year 2007-08 operating budget. The Department will continue to allocate the necessary funds throughout the duration of this contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The services sought include a 13-month software customization, prototyping, and demonstration period, inclusive of comprehensive end-user training, and documentation.

In the Department's Advance Notification to your Board, dated August 17, 2006, the Department indicated its intention to secure a perpetual license to the demonstration software upon completion of the agreement. The final agreement instead includes a 60 month license, effective upon completion of the demonstration period, with the option to purchase future software maintenance subject to the availability of additional funding, and as determined in the best interest of the County. The 60-month license will be sufficient for the purpose of this project, that is, to demonstrate the capabilities of C2PC-PS to national, state, and local stakeholders, with the goal of securing additional support to complete the development of a fully-operational intra- and inter-agency system.

The proposed agreement will expire concurrent with the KGS's receipt, from the County, of Field Demonstration System Acceptance, with the exception of the 60-month license. KGS's quoted price for the services represented herein is $946,973.59. The maximum 'not-to-exceed' contract sum, as provided in the grant from the Bureau of Justice Assistance, and specified in the advance notice, is $947,228.

The customization work will be performed on a Time & Materials (T&M) basis, which was required by the subcontractor, Northrop-Grumman. Several terms have been included in the agreement to protect the County's interests. The agreement includes a 10 percent hold back on all payments to the contractor which will be paid upon Field Demonstration System Acceptance by the County. The agreement also includes a liquidated damages clause designed to reimburse the County for the cost of Department employee time on the project, in the event that Field Demonstration System Acceptance does not occur. In addition, both KGS and Northrop-Grumman have an incentive to deliver a product within budget that meets the County's specifications, as failure to do so will make any future attempts to obtain financial support to complete the development difficult.

In addition, failure to provide a completed product within the maximum contract sum will simply result in termination of the contract, and could subject the contractor to liquidated damages. The Department does not intend to request any non-subvented funding in the event KGS is unable to complete the project with the grant funding provided.

The agreement is in compliance with all Board, Chief Executive Office, and County Counsel requirements, and has been reviewed and approved as to form by County Counsel.

The Chief Information Officer has reviewed the project and continues to work closely with the Department in meeting its automation objectives.

CONTRACTING PROCESS

KGS has secured an exclusive arrangement with the C2PC licensor and sole-proprietor, NGMS, to provide technical oversight of the highly specialized customization services to the C2PC source code. Both KGS and NGMS assert that they do not train, certify, license or otherwise endorse any third party to provide such technical oversight or customization services to the proprietary C2PC source code. Advance notice of sole source negotiations was provided to your Board on August 17, 2006.

IMPACT ON CURRENT SERVICES

There will be no negative impact on current Department operations and services. The Department's Communications and Fleet Management Bureau will provide staff who will be partially dedicated to overseeing the customization and demonstration, and providing input to the contractor regarding the Department's communications structure, functionality, and operational processes. The staff includes one lieutenant, who will function as the County's Project Manager, one sergeant, one deputy generalist, and one information systems specialist I. Each of the Department staff members are already assigned to the Communications and Fleet Management Bureau on a full-time basis. Additional support will be provided by the Department's Mobile Digital Communications System consultant, who is already on contract with the County.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Sheriff's Department's Contracts Unit for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

Reviewed by:

Jon W. Fullinwider
Chief Information Officer

CIO ANALYSIS

Los Angeles County Sheriff's Department
Sole Source Agreement with Kratos Government Solutions, Inc. for
C2PC-PS Customization and Demonstration Project

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION ☐ DISAPPROVE

Contract Type:
☐ New Contract ☐ Contract Amendment ☐ Contract Extension
☒ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: **Base Term:** 13 months with 60-month limited license to use

Contract Components:
☒ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Robert Sedita, Commander, Communications and Fleet Management Bureau

Budget Information :

Y-T-D Contract Expenditures	$ 0
Requested Contract Amount	$ 947,228
Aggregate Contract Amount	$ 947,228

Project Background:

Yes	No	Question
☐	☒	Is this project legislatively mandated?
☒	☐	Is this project subvented? If yes, what percentage is offset? 100% of the cost of this Agreement ($947,228) is subvented by a grant from the Bureau of Justice Assistance.
☐	☒	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved? The project does not include other agencies at this time. However, upon successful field testing, Sheriff may deploy the software to other agencies.

Strategic Alignment:

Yes	No	Question
☒	☐	Is this project in alignment with the County of Los Angeles Strategic Plan? This project supports the following County Strategies: • Goal 1, Strategy 2: Implement programs to improve efficiency, quality, and responsiveness to County services to all residents • Goal 3, Strategy 6: Implementation of standard technology components for facilitating electronic information sharing
☒	☐	Is this project consistent with the currently approved Department Business Automation Plan? This project was identified in the Department's FY 2007-08 Business Automation Plan.
☐	☐	Does the project's technology solution comply with County of Los Angeles IT Directions Document? Not applicable.
☒	☐	Does the project technology solution comply with preferred County of Los Angeles IT Standards?
☒	☐	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

This is a sole source agreement with Kratos Government Solutions, Inc. (KGS), which has an exclusive agreement with Northrop Grumman Mission Systems Division, the owner and sole proprietor of Command and Control Personal Computer (C2PC).

The proposed project is comprised of three phases:

- **Phase 1** – Contractor will design and develop customizations to C2PC based on LASD's requirements to create a public safety prototype version of the baseline software, C2PC-PS. This phase is expected to last 7 months.
- **Phase 2** – Contractor shall conduct a two-month pilot of the C2PC-PS prototype using one fixed-site and two mobile patrol units.
- **Phase 3** – Contractor shall conduct a four-month field demonstration of up to fifty mobile patrol units and ten fixed site locations.

Upon conclusion of Final Acceptance of the C2PC prototype software at the end of the field demonstration, LSAD will be granted a 60 month limited 415 user software licenses to continue to expand its field demonstration.

Background:

The C2PC system is used by the Department of Defense, United States Coast Guard, and Homeland Security Operations Centers as a command and control tool during emergency and combat operations. The Sheriff's Department plans believes that with some modifications, the

C2PC system can be deployed within law enforcement and emergency services to support the Department and other first-responder emergency service agencies during emergencies and disasters.

The total cost of the demonstration project is 100% subvented by a grant from the Bureau of Justice Assistance, which was approved by the Board on August 8, 2006. The Sheriff's Department also provided advance notice of its intent to initiate sole source negotiations to the Board on August 17, 2006.

Project Justification/Benefits:

KGS has an exclusive agreement with Northrop Grumman Defense Mission Systems Division, the sole proprietor and owner of C2PC, to adapt C2PC for law enforcement use. When completed, C2PC-Public Safety (C2PC-PS) will demonstrate to the federal government the vision of how a first-responder command and control system can be deployed using proven technology and methods developed for the Department of Defense and Department of Homeland Security.

Project Metrics:

This is a demonstration project only that includes a license to use the resulting demonstration software for a sixty-month period upon final acceptance of C2PC-PS. The work will be performed on a time and materials basis with 24 well-defined deliverables and a 10% withhold of all project costs until final acceptance of the software.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

The demonstration project will not provide the Department with a fully operational first-responder command and control program. However, a successful field demonstration of C2PC-PS will help in the Department's efforts to seek additional federal grant funding for the full Countywide deployment.

Alternatives Considered:

No alternatives were considered since the federal grant was provided to fund the adaptation of C2PC for law enforcement.

Project Risks:

The key project risks are:

1. Projects that are time and materials based must be closely managed to ensure that project deliverables are completed within budget.
2. The Agreement does not specify licensing costs beyond the 60-month limited license use upon final acceptance of C2PC-PS.

Risk Mitigation Measures:

The Sheriff's project team will implement the following measures to mitigate the stated project risks:

1. Commitment to adopt best practices and procedures incorporated into the C2PC system.
2. A maximum not to exceed contract amount of $947,228 is established as part of the Agreement. Additionally, there is a 10% withhold of all invoices contingent upon final acceptance of C2PC-PS with liquidated damages of $46,296.
3. Successful field testing of C2PC-PS will help the Department apply for additional grant funding for full Countywide deployment.

Financial Analysis:
The total cost of services and software is $946,973.59 with a maximum not to exceed amount of $947,228, inclusive of all travel and per diem costs.

CIO Concerns:

None.

CIO Recommendations:

My Office supports this contract and recommends approval by the Board.

CIO APPROVAL

Date Received: 10/3/07

Prepared by: [illegible]

Date: 10/3/2007

Approved: [illegible]

Date: 10/3/2007

AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

KRATOS GOVERNMENT SOLUTIONS, INC.

FOR

C2PC-PS CUSTOMIZATION AND DEMONSTRATION PROJECT

OCTOBER 2007

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT
C2PC-PS CUSTOMIZATION AND DEMONTRATION PROJECT
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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT
C2PC-PS CUSTOMIZATION AND DEMONTRATION PROJECT

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EXHIBIT G – CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
EXHIBIT H – PHASE-TASK/DELIVERABLE SUMMARY REVIEW FORM
EXHIBIT I – NORTHROP SUBCONTRACT
EXHIBIT J – SOFTWARE EVALUATION AGREEMENT (NG)
EXHIBIT K – C2PC-PS FIELD DEMONSTRATION ACCEPTANCE CERTIFICATE

INTRODUCTION

THIS AGREEMENT is entered into as of the Effective Date by and between the County of Los Angeles ("County") and Kratos Government Solutions, Inc., a division of Kratos Defense and Security Solutions, Inc., a corporation organized under the laws of the State of Delaware, located at 4810 Eastgate Mall, San Diego, California 92121 ("Contractor"), for the Los Angeles County Sheriff's Department (the "Department").

RECITALS

WHEREAS, County has accepted a grant from the State of California's Department of Homeland Security, Bureau of Justice Assistance under Grant Number 2006-DD-BX-0161 for the purpose of conducting a command and control software customization and demonstration project;

WHEREAS, Contractor has been granted exclusive rights by Northrop Grumman Space & Mission Systems Corp. Defense Mission Systems Division (Northrop) of Herndon, Virginia, together with authorization from the United States Department of Defense, to partner with Northrop to modify the Department of Defense's Command and Control Personal Computer (C2PC) Application software for demonstration use by the Los Angeles County Sheriff's Department;

WHEREAS, County desires to employ Contractor, among other things, to perform certain modifications and customizations to the baseline C2PC Application software necessary to achieve maximum utility for County, to create certain interfaces between the C2PC-PS Application software and certain component's of the Sheriff's existing communications system components, and to implement and integrate all of the aforementioned C2PC-PS Application software and modifications, customizations, and interfaces thereto;

WHEREAS, County and Contractor desire to create uniform expectations and consistent applications of service from Contractor in respect of the C2PC-PS Application software and the modifications, customizations, and interfaces that County desires to obtain pursuant to this Agreement, and;

WHEREAS, Contractor represents that it possesses the necessary levels of federal government security clearances, special skills, knowledge, technical competence and sufficient staffing to provide all customizations, modifications, and interfaces to be performed pursuant to this Agreement, and;

WHEREAS, County and Contractor represent that this C2PC-PS Customization and Demonstration Agreement supports, among others, the United States Government's Presidential Directive Number 5, in support of interoperable communications for the National Incident Management System.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with *Exhibits A through K*, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1 Exhibit A - Additional Terms and Conditions

1.2.2 Exhibit B - Statement of Work

1.2.3 Exhibit C - Price and Schedule of Payments

1.2.4 Exhibit D - Technical Exhibits

1.2.5 Exhibit I - Northrop Subcontract

1.2.6 Exhibit J - Northrop Software Evaluation Agreement

1.2.7 Exhibit E - Invoice Discrepancy Report

1.2.8 Exhibit F - Contractor's EEO Certification

1.2.9 Exhibit G - Contractor's Employee Acknowledgement and Confidentiality Agreement

1.2.10 Exhibit H - Phase-Task/Deliverable Summary Review Form

1.2.11 Exhibit K - C2PC-PS Field Demonstration Acceptance Certificate

1.3 Additional Terms and Conditions. Without limiting the generality of *Section 1.0, Agreement*, attached hereto as *Exhibit A, Additional Terms and Conditions*, and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2.0 DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Acceptance Date" has the meaning set forth in *Paragraph 5.3 (Specific Approvals)*.

2.2 "Agreement" has the meaning set forth in *Section 1.0 (Agreement)*.

2.3 "C2PC" or "Baseline Software" means Subcontractor's proprietary Command and Control Personal Computer application software (C2PC) described in the Recitals, but without any Customizations or Interfaces created as a result of this Agreement.

2.4 "Board" means the Los Angeles County Board of Supervisors.

2.5 "Business Day" means Monday through Friday, excluding County observed holidays.

2.6 "C2PC-PS" or "System Software" or "Demonstration Software" as the case may be, means the customized form of the base C2PC application software or, the Command and Control Personal Computer - Public Safety (C2PC-PS) software, in either case, the computer program conceived, created, or developed by Northrop (Subcontractor) concurrent with Subcontractor's creation of Engineering Release Number 1 pursuant to *Exhibit B (Statement of Work), Deliverable 3.2*, and licensed to County in furtherance of all of Contractor's and Subcontractor's obligations pursuant to this Agreement, which computer program includes the C2PC-PS System Software, but does not include the Source Code. The System Software also includes any and all Updates, programming modifications, extensions, and components provided from time to time to any of the foregoing by Contractor.

2.7 "Change Order" has the meaning set forth in *Section 6.0 (Change Orders and Amendments)*.

2.8 "CIO" means County's Chief Information Officer.

2.9 "Compatible" or "Compatibility" has the meaning set forth in *Exhibit B, (Statement of Work, Atachment I)* and *Section 16.0*.

2.10 "Contractor Project Director" has the meaning set forth in *Paragraph 4.1 (Contractor Project Director)*.

2.11 "Contractor Project Manager" has the meaning set forth in *Paragraph 4.2 (Contractor Project Manager)*.

2.12 "County" has the meaning set forth in the Recitals.

2.13 "County Counsel" means County's Office of the County Counsel.

2.14 "County Indemnitees" has the meaning set forth in *Paragraph 13.1 (Indemnification)* of *Exhibit A (Additional Terms and Conditions)*.

2.15 "County Project Director" has the meaning set forth in *Paragraph 3.1 (County Project Director)*.

2.16 "County Project Manager" has the meaning set forth in *Paragraph 3.2 (County Project Manager)*.

2.17 "Customizations" means the customizations or modifications to the Baseline Software and any Module thereof, developed by Contractor specifically for the Work required, and provided as a Deliverable under the Statement of Work. Such Customizations are and become a component of the C2PC-PS Application.

2.18 "Deficiency" has the meaning set forth in *Section 10.0 (Deficiencies)*.

2.19 "Department" has the meaning set forth in the Recitals.

2.20 "Dispute Resolution Procedure" has the meaning set forth in *Section 2.0 (Dispute Resolution Procedure)* of *Exhibit A (Additional Terms and Conditions)*.

2.21 "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of the System Software or that are required to be provided by Contractor under this Agreement.

2.22 "Holdback Amount" has the meaning set forth in *Paragraph 9.4 (Holdbacks)*.

2.23 "Infringement Claims" has the meaning set forth in *Section 14.0 (Intellectual Property Indemnification)* of *Exhibit A (Additional Terms and Conditions)*.

2.24 "Initial Term" has the meaning set forth in *Section 7.0 (Term)*.

2.25 "Interfaces" means the software mechanisms which allow the transfer of electronic data or software commands between computer systems, computer programs, or computer program modules which are (a) required to be provided by Contractor as Work under the Statement of Work which Interfaces are and become a component of the Demonstration Software.

2.26 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in *Paragraph 9.5 (Invoice Discrepancy Report)*.

2.27 "Leave-Behind" means the Demonstration C2PC-PS System Software together with all descriptive technical documentation and training manuals created for the County which, upon the date of Project Closeout, shall be left behind, for use by the Sheriff's Department within the restrictions and for the purposes outlined by the Licensor in *Exhibit J (Northrop Software Evaluation Agreement)*.

2.28 "License" has the meaning set forth in *Paragraph 13.2 (License)*.

2.29 "Jury Service Program" has the meaning set forth in *Section 33.0 (Compliance with Jury Service Program)* of *Exhibit A (Additional Terms and Conditions)*.

2.30 "Maintenance Services" (also, "Support Services") has the meaning set forth in *Section 12.0 (Maintenance, and Technical Support Services)*.

2.31 "Maximum Contract Sum" has the meaning set forth in *Section 8.0 (Prices and Fees)*.

2.32 "Maximum Labor Rate Per Hour" or "MLR" means, for Contractor's personnel, the fully burdened maximum hourly rate set forth in *Paragraph 8.3 (Maximum Labor Rate Per Hour)*, which includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked, excluding *Reimbursable Costs* as defined in *(Paragraph 8.4)*.

2.33 "Metadata" means, the structured, encoded data that describe characteristics of information-bearing entities to aid in the identification, discovery, assessment, and management of the described entities.

2.34 "Notice of Delay" has the meaning set forth in *Section 15.0 (Notice of Delay) of Exhibit A (Additional Terms and Conditions)*.

2.35 "Operating System Software" has the meaning set forth in *Section 14.0 (Minimum System Requirements)*.

2.36 "Per Diem" has the meaning set forth in *Paragraph 8.4 (Reimbursable Costs)*.

2.37 "Project Closeout" has the meaning set forth in *Section 5.0 (Work; Approval)*.

2.38 "Project Control Document" has the meaning given to the defined term "PCD" in *Exhibit B (Statement of Work)*.

2.39 "Project Status Reports" has the meaning set forth in *Paragraph 4.4 (Project Status Reports by Contractor)*.

2.40 "Prototype" has the meaning set forth in *Sub-paragraph 5.3.2 (C2PC-PS Prototype Installation)*.

2.41 "Requirements Functional Definitions (RFD)" has the meaning given to the defined term "RFD" in *Exhibit B (Statement of Work)*.

2.42 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.43 "Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, including the tools and developer kits that created and that enable creation of such code. Unless otherwise noted, references in this Agreement to Source Code are to the Source Code for the System Software.

2.44 "Specifications" means the specifications for the System Software as set forth in this Agreement, the Statement of Work, the Documentation, and any approved Change Order or amendment, including specifications regarding Custom Programming Modifications and Interfaces and specifications regarding System Hardware and Operating System Software Compatibility.

2.45 "Statement of Work" or "SOW" means the Statement of Work, attached as *Exhibit B (Statement of Work)* to this Agreement, as the same may be amended by any approved Change Order or amendment.

2.46 "Subtask" means one or more sub-areas of work to be performed under this Agreement and identified as a numbered Subtask in the Statement of Work or any approved Change Order or amendment.

2.47 "Summary Review" has the meaning set forth in *Paragraphs 5.2* and *5.3* respectively.

2.48 "Support Services" (also, "Maintenance Services") has the meaning set forth in *Section 12.0 (Maintenance, and Technical Support Services)*.

2.49 "System Demonstration" has the meaning set forth in *Sub-paragraph 5.3.3 (C2PC-PS Field Demonstration)*.

2.50 "Task" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the Statement of Work or any approved Change Order or amendment.

2.51 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and

property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

2.52 "Term" has the meaning set forth in *Section 7.0 (Term)*.

2.53 "Training" means the training provided to County by Contractor pursuant to *Exhibit B (Statement of Work)*.

2.54 "Updates" means: any upgrades, enhancements, revisions, improvements, and modifications, other than Customizations and Custom Programming Modifications, to the System Software, excluding, however, upgrades, enhancements, improvements, or modifications to Third Party Software functionality bundled into the System Software;

any updates or modifications required during the Term in order for the System Software to remain in compliance with applicable federal laws and regulations;

any updates or modifications required in order for the System Software to achieve compliance with applicable state and local laws and regulations in effect as of the date County and Contractor mutually agree upon the design specifications for the applicable Module; and

any update delivered by Contractor to County is and shall become a component of the System Software.

2.55 "Warranty Period" has the meaning set forth in *Section 11.0 (Application Software Warranty)*.

2.56 "Work" means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

3.1.1 The "County Project Director" for this Agreement shall be the following person:

Charles S. 'Sid' Heal, Commander
4700 Ramona Boulevard
Monterey Park, California 91754
Phone: (323) 526-5466

3.1.2 County will notify Contractor of any change in the name or address of the County Project Director.

3.1.3 Except as set forth in *Section 6.0 (Change Orders and Amendments)* of this Agreement, the County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 The County Project Director shall have the right at all times, upon reasonable prior notice to Contractor and during normal business hours, to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

3.2.1 The "County Project Manager" for this Agreement shall be the following person:

Charles Blomer, Project Manager
4700 Ramona Boulevard
Monterey Park, California 91754
Phone: (323) 881-8227

3.2.2 Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to the County Project Manager, such notice, report, or other delivery shall be made to the County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to *Sub-paragraph 3.2.3*.

3.2.3 County shall notify Contractor of any change in the name or address of the County Project Manager.

3.2.4 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor, and shall further have the duties from time to time given to such persons by County.

3.2.5 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.

3.2.6 The County Project Manager shall advise the County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Consolidation of Duties

County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in *Paragraph 3.1 (County Project Director)*, and the duties of the County Project Manager, which duties are enumerated in *Paragraph 3.2 (County*

Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five business (5) days prior to exercising its rights pursuant to this *Paragraph 3.3*.

3.4 County Personnel

All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director.

4.1.1 The "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Jack Godwin, Vice President
Kratos Government Solutions
4810 Eastgate Mall
San Diego, California 92121

4.1.2 The Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 From the Effective Date through the expiration of the Term, the Contractor Project Director shall be available to meet and confer with the County Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a permanent employee of Contractor:

David C. Maehren, Director Technical Development
Kratos Government Solutions
4810 Eastgate Mall
San Diego, California 92121

4.2.2 The Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in *Paragraph 4.4 (Project Status Reports by Contractor)*.

4.2.3 From the Effective Date through the expiration of the Term, the Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County.

4.3 Approval of Contractor's Staff

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in *Paragraphs 4.1.1 and 4.2.1*. The County Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 Contractor shall ensure that its personnel assigned to provide services under this Agreement are trained and experienced in the technology, trades and tasks required by the Agreement.

4.3.3 Contractor shall endeavor to assure continuity during the Term of Contractor personnel performing key functions under this Agreement, including systems engineers, programmers, technical support staff and software maintenance technicians, together with Contractor Project Director and Contractor Project Manager. Notwithstanding the foregoing, County Project Director may require removal of any Contractor staff for a lawful, non-discriminatory reason.

4.3.4 In the event Contractor should desire to remove any Contractor personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.

4.3.5 Contractor shall promptly fill any vacancy in Contractor personnel with individuals having qualifications at least equivalent to those of Contractor personnel being replaced.

4.3.6 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor personnel who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor

In order to ensure the reporting of all Work provided by Contractor, the Contractor Project Director shall provide the County Project Director and County Project Manager with, at a minimum, monthly project status reports ("Project Status Reports") which contain information set forth in *Subtask 1.2* of *Exhibit B, (Statement of Work)*, and such other information as the County Project Director or the County Project Manager may from time to time reasonably request.

5.0 WORK; APPROVAL

5.1 General

Contractor acknowledges that, subject to the remainder of this *Section 5.0*, all Work performed under this Agreement is payable on a Time and Materials (T&M) basis, and the aggregate of such payments shall not exceed the Maximum Contract Sum, in accordance with the terms and conditions of this Agreement, including this *Section 5.0 (Work; Approval)*, *Section 8.0 (Price)*, and *Section 9.0 (Invoices and Payments)*.

Contractor shall fully complete and timely deliver, pursuant to standards, requirements and schedules either presently incorporated in, or to be developed hereunder, all tasks, goods, services and other Work specified in *Exhibit B (Statement of Work)* and elsewhere in this Agreement.

Contractor acknowledges that, subject to this *Section 5.0 (Work; Approval)*, all T&M Work performed under this Agreement, including pursuant to an executed Change Order or amendment, is payable in accordance with the terms and conditions of this Agreement, including this *Section 5.0 (Work; Approval)*, *Section 8.0 (Price)*, and *Section 9.0 (Invoices and Payments)*.

5.2 Time and Materials Work, Task/Deliverable Summary Review

Contractor shall submit a Phase-Task/Deliverable Summary Review form *(Exhibit H)* for all T&M Work to County Project Director, for each Task/Deliverable outlined in the Statement of Work, (as detailed in *Exhibit C (Price)*), together with any supporting documentation reasonably requested by County, for County Project Director's review.

All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in this Agreement, including the *Statement of Work* and, by extension, the Project Control Document, and must be reviewed by County Project Director as evidenced by County Project Director's countersignature to the applicable Phase-Task/Deliverable Summary Review. County Project Director shall endeavor reasonably to review each Phase of Work inclusive of all Tasks, Deliverables and other Work required therein, and as provided by Contractor pursuant to this Agreement, within the time frames set forth in the Project Control Document, or if none, within thirty (30) days from the date of Contractor's submission of the applicable Phase-Task/Deliverable Summary Review for said Phase

In no event shall County be liable or responsible for Work which occurs after any completed Phase, Task, or Deliverable without a properly executed Phase-Task/Deliverable Summary Review form for such Phase, Task or Deliverable.

5.3 Specific Reviews of Work

5.3.1 C2PC-PS Customization – Phase 1. Contractor shall achieve C2PC-PS Phase 1 Customization on or before the date specified in the Project Control Document. Contractor shall achieve "C2PC-PS Customization" upon successful completion and implementation of all Phase 1 Customizations, Interfaces, functions and features which have been verified by Contractor and reviewed by County's Project Director, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Summary Review forms associated with Phase 1. (the date of satisfaction of the foregoing, including the review thereof shall be referred to as the "C2PC-PS Laboratory Summary Review Date").

5.3.2 C2PC-PS Prototype Installation – Phase 2. Contractor shall achieve Prototype Installation of the C2PC-PS software on or before the date specified in the Project Control Document. The Prototype version of C2PC-PS is that version which, having been Customized pursuant to Work described in Phase 1, is ready for installation and testing at the Sheriff's designated fixed and mobile sites. Contractor shall achieve completion of this Phase 2 "Prototype Installation Review" upon successful completion and implementation of all Phase 2 C2PC-PS installations, which shall also include the successful testing of all Interfaces, functions and features as well as Training, all of which have been verified by Contractor and reviewed by County's Project Director, as evidenced by County Project Director's countersignature on all applicable Task/Deliverable Summary Review forms associated with Phase 2. (the date of satisfaction of the foregoing, including the review thereof shall be referred to as the "Prototype Installation Summary Review Date").

5.3.3 C2PC-PS Field Demonstration – Phase 3. Contractor shall achieve C2PC-PS System Demonstration Phase 3 on or before the date specified in the Project Control Document. Contractor shall have successfully achieved C2PC-PS Field Demonstration" upon successful completion of all the following:

(a) the C2PC-PS Application has been delivered (*Exhibit B, Deliverable 6.1*), installed, and operates in County's field demonstration environment with no Deficiencies more severe than Severity Level "3" Deficiency as defined in *Exhibit B (Statement of Work, Appendix II)*;

(b) County Project Director has reviewed and countersigned all applicable Phase-Task/Deliverable Summary Review forms for this Phase 3 of Contractor's achievement of Field Demonstration of the C2PC-PS demonstration software.

(c) County Project Director has also completed a C2PC-PS Acceptance Certificate (the date of satisfaction of the foregoing, including the acceptance

thereof, shall be referred to as the "C2PC-PS Field Demonstration Acceptance Date" of the C2PC-PS demonstration software

5.3.4 C2PC-PS Project Closeout. Contractor shall achieve C2PC-PS Project Closeout on the Agreement Term end date Contractor shall achieve "Project Closeout" upon successful completion of all the following:

(a) delivery of all C2PC-PS Documentation in final form;

(b) A completed Project Closeout form.

6.0 CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this *Section 6.0 (Change Orders and Amendments)*.

6.1 General

County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both the County Project Director (with the concurrence of County Counsel) and the Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, the County Project Director, in the County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement, provided that such extensions shall not extend the Term of this Agreement by more than sixty (60) days. Any such extension greater than sixty (60) days shall be in accordance with *Sub-paragraph 6.1.3*.

6.1.2 Except as elsewhere specified, for any change that materially affects the scope of Work, period of performance, amount of payments, equipment and/or staffing requirements, or any other term or condition in the body of this Agreement or *Exhibit A (Additional Terms and Conditions)*, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.1.3 Notwithstanding any other provision under this Agreement or the *Northrop Subcontract (Exhibit I)*, all changes of a contractual or technical nature to the Agreement by and between the Los Angeles County Sheriff's Department (LASD) and Contractor for this C2PC-PS Customization and Demonstration Project shall be pre-approved by Northrop Grumman prior to Contractor's

acceptance of such changes under its Agreement with LASD. The Sheriff, with written concurrence of the County Counsel, is authorized to approve and execute amendments in the form of Change Notices for all Board-ordered provisions.

6.2 Audit of Change Order Work

County is entitled to audit, in accordance with *Section 43.0 (Records and Audits)* of *Exhibit A (Additional Terms and Conditions)*, Contractor's compliance with *Section 6.0 (Change Orders and Amendments)* in respect of Work performed pursuant to a Change Order.

7.0 TERM

The term of this Agreement shall commence on the Effective Date, and shall continue through completion of *Task 8, Project Closeout* of *Exhibit B (Statement of Work)*, estimated to span one thirteen (13) month period. Such completion shall be evidenced by County Project Director's countersignature on all applicable T&M invoices through completion of Task 8 *(Exhibit B, Statement of Work)*, unless terminated earlier in whole or in part, as provided in this Agreement (the "Term").

8.0 PRICES AND FEES

8.1 General

Attached to this Agreement as *Exhibit C (Price)* is a schedule of T&M rates applicable to this Agreement, beginning on the Effective Date, and continuing up to and including the C2PC-PS Project Closeout date.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for all Time and Materials (T&M) Work , including Reimbursable Costs (see *Paragraph 8.4*) under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed **$947,228**.

The Maximum Contract Sum for this Agreement is 100% subvented by a grant from the State of California's Department of Homeland Security, Bureau of Justice Assistance under Grant Number 2006-DD-BX-0161. The grant period is from October 1, 2005 through September 30, 2008, unless extended by request from the County, and agreed to by the State of California.

Contractor shall perform all T&M Work required by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement, but in no event shall such amounts in the aggregate exceed the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, that is an agreed upon assessment of the amount to be paid by County to

Contractor in exchange for Contractor delivering to County, within the required delivery schedule, a customized C2PC-PS Demonstration Application as defined in the *Statement of Work (Attachment I, RFD)*.

8.3 Contractor's Maximum Labor Rate Per Hour (MLR)

Exhibit C (Price) includes a maximum labor rate per hour (MLR) for the Term of the Agreement which is applicable only to Time and Material Work as may be required by County during the Term of this Agreement. The Maximum Labor Rate (MLR) for this Agreement authorized by County hereunder shall in no event, expressly or by implication, exceed $_____ per hour and shall be allocated as set forth in *Exhibit C (Price)*. T&M billing shall include costs for labor and travel hours (MLR) for Contractor employees providing services under this Agreement, as well as Reimbursable Costs as defined below in *Paragraph 8.4*.

8.4 Reimbursable Costs

Contractor's allowable Reimbursable Costs are defined as those costs incurred by Contractor's employees for travel and lodging, as well as for meals and incidental expenses (M&IE).

8.4.1 Per Diem. The maximum reimbursable Per Diem rate allowable under this Agreement shall be used to reimburse expenses with respect to lodging and M&IE which may be incurred during the Term of this Agreement. The maximum Per Diem amounts claimed by Contractor shall not exceed the Domestic Per Diem rates established for the Los Angeles-Orange-Ventura County region by the United States General Services Administration (GSA) for the U.S. government fiscal year ending September 30, 2007, as listed below.

Primary Destination	County	Maximum Lodging	M&IE Rate	Maximum Per Diem Rate	*First & Last Day (75% of M&IE)
Los Angeles	Los Angeles/Ventura/Orange/ Edwards AFB	$110	$64	**$174**	$48

**Three meals may not be claimed on a one-day travel. Only 75% of the M&IE Rate will be reimbursed on the first and last day of travel.*

8.4.2 Domestic Air Travel. Contractor may be reimbursed for commercial domestic air travel which may be incurred during the Term of this Agreement. Contractor shall use only domestic U.S. flag air carrier services as defined by the GSA. Contractor shall book coach class service, unless business-class or first-class service is authorized. Authorization for air travel seating other than coach class must be supported by written proof showing that a) coach class seating was unavailable for the required flight time(s); and b) the required flight times could not be rescheduled, as doing so would create a conflict with the Work

requirements of this Agreement. Contractor's written proof and authorization (certification) of valid expenses for air travel must be attached to Contractor's invoice to claim reimbursement for air travel.

8.4.3 Ground Transportation – Auto Rental. Contractor may be reimbursed for commercial automobile rental and/or ground taxi (cab) or airport shuttle transportation charges incurred as a result of the Work requirements set forth in this Agreement, during the Term of this Agreement. Contractor's employees under this Agreement may rent an automobile (auto) at their destination when it is less expensive than other transportation modes such as taxis and airport shuttles. Contractor's employees are not allowed to rent autos which contain cellular phones, unless such phones are provided at no additional cost. (n.b. Contractor is responsible for all cellular phone charges.)

8.4.3.1 Auto Rental Categories. When traveling alone, Contractor's employees should book mid-size automobiles or smaller, based on need. When picking up the rental auto, Contractor's employees should check with the auto rental agent for any promotional rates, last-minute specials or free upgrades, which would reduce cost. At the time of rental, the auto should be inspected, and any damage found should be noted on the rental contract before the automobile is accepted.

8.4.3.2 Auto Rental Upgrades. Contractor's employees may book a class of service one level higher than specified above in *Subparagraph 8.4.3.1* under the following conditions:

- Two or more Contractor employees are traveling together;
- The Contractor's employee(s) can be upgraded at no extra cost; or
- Pre-approved medical reasons (i.e., drivers with disabilities).

8.4.3.3 Auto Rental Insurance. Contractor shall assume all responsibility for procuring and/or providing auto rental insurance against third party liability and physical damage.

8.4.3.4 Auto Rental Cancellation. Contractor's employees are responsible for canceling auto rental reservations and must contact the auto rental company directly. Contractor's employees should request and record the cancellation number in case of billing disputes.

8.4.3.5 Returning Rented Autos. Every reasonable effort must be made to return the rented automobile:

- To the original rental city unless approved for a one-way rental;
- Intact (i.e., no bumps, scratches or mechanical failures;
- On time, to avoid additional hourly charges; and
- With a full tank of gasoline.

8.4.3.6 Auto Rental Vehicle Accidents. In the event of an accident involving a rental car, Contractor's employees should immediately contact the Contractor to initiate internal problem resolution procedures.

n.b. Mileage (see *Subparagraph 8.4.4*) may not be claimed for any Ground Transportation as defined above. Contractor's certification of valid expenses for Ground Transportation must be attached to Contractor's invoice to claim reimbursement for Ground Transportation.

8.4.4 Mileage. Contractor may be reimbursed for automobile mileage incurred as a result of the Work requirements set forth in this Agreement, during the Term of this Agreement. The Mileage reimbursement rate shall be the rate established by the GSA, as was made effective February 1, 2007, for Personally Owned Vehicle usage (automobile or POV). The established GSA mileage rate is $0.485 cents per mile for all miles driven. This rate per mile shall be applicable for all miles driven with respect to this Agreement's requirements for Work. Each of Contractor's employees must keep and maintain, throughout the Term of the Agreement, a mileage log which minimally includes: vehicle identification (make and license plate), dates of travel, destination information, and actual miles incurred. Contractor's certification of valid expenses for Mileage must be attached to Contractor's invoice to claim reimbursement for mileage.

8.5 Taxes

The amount set forth above includes all amounts necessary for County to reimburse Contractor for all applicable California and other state and local taxes for Work procured by County from Contractor. County shall not be liable or responsible for reimbursement of any taxes associated with the procurement. Contractor will be solely liable and responsible for, and shall pay such tax directly to, the state or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title, and, accordingly, shall not invoice County for any such taxes.

9.0 INVOICES AND PAYMENTS

9.1 Approval of Time and Materials (T&M) Invoices

All T&M monthly invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to applicable Phase-Task/Deliverable Summaries *(Exhibit H)* for the period, and prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such review. County will pay all invoices received from Contractor Net 30 days from County's date of receipt.

Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other Work specified in *Exhibit B (Statement of Work).*

9.2 Submission of Invoices

Contractor shall invoice County monthly for all T&M Work specified in this *Agreement* and all *Exhibits* hereto, including Change Orders, as applicable, which have been approved in writing by County pursuant to *Section 5.0 (Work; Approval)*.

All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

Charles Blomer, Lieutenant
Communications and Fleet Management
1277 North Eastern Avenue
Los Angeles, California 90063

with a copy to:

Los Angeles County Sheriff's Department
Fiscal Administration/Grants Accounting, Room 341
4700 Ramona Boulevard
Monterey Park, California 91754

9.3 Detail. Each invoice submitted by Contractor shall include:

9.3.1 the total hours T&M labor for providing all Tasks, Subtasks, Deliverables, goods, services, or other Work as described in *Exhibit B (Statement of Work)* for which payment is claimed, including status report – within budget – a copy of the fully executed Phase-Task/Deliverable Summary Review form(s) evidencing County Project Director's review of such Work, and the amount of payment therefor;

9.3.2 certificates for air travel, lodging, meals, mileage, auto rental and any other incidental expenses permitted under this Agreement, as incurred during the invoice billing period; and

9.3.3 the applicable Holdback Amount (see *Paragraph 9.4*) and the cumulative Holdback Amount accrued under this Agreement.

9.4 Records of Reimbursables Contractor shall retain and make available to County, during the Term and for a period of five (5) years thereafter, records of all receipts for Reimbursable Costs certified for payment under this Agreement pursuant to *Subparagraph 9.3.2* above, and pursuant to *Section 43.0, Records, Audits and Public Records Act* of *Exhibit A*.

9.5 Holdbacks. County will hold back ten percent (10%) of the dollar amount of each invoice (the "Holdback Amount"), approved by County, including invoices for Change Orders. The aggregate Holdback Amount will be due and payable to Contractor

following Project Closeout as detailed in *Subparagraph 5.3.4*, subject to adjustment for any amounts owed to County by Contractor, including any amounts arising from *Paragraph 9.5 (Invoice Discrepancy Report)*, *Paragraph 9.7 (County's Right to Withhold)*, and any partial termination of any Task, Subtask, or Deliverable set forth in the Statement of Work as provided hereunder.

9.6 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.

9.7 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor for the Work in dispute.

9.8 County's Right to Withhold

In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided the Work as specified in *Exhibit B (Statement of Work)*.

10.0 DEFICIENCIES

10.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the base C2PC application specifications, County's *Requirements Functional Definitions (RFD)* document *(Exhibit B, Attachment I)*, or mutually agreed upon industry standards, as determined by the County Project Director.

10.2 Corrective Measures

The County Project Director shall notify the Contractor Project Director of any Deficiency in writing, or if not practicable, orally (and provided such oral notification is reduced to writing within ten (10) days) to either the Contractor Project Director or the Contractor Project Manager. Upon the earlier of (a) a notice (orally or in writing) from

County, or (b) Contractor's discovery of such Deficiency, Contractor shall promptly commence corrective measures to remedy any Deficiency, and shall remedy such Deficiency, in accordance with the timelines set forth in *Section 12.0 (Maintenance & Support)*. Contractor acknowledges that, with respect to Maintenance Services provided to County as part of this demonstration project, Contractor may be required to repair, replace, or reinstall all or any part of the C2PC-PS Demonstration Application, or create an Update, including to maintain System Hardware and Operating System Software Compatibility, in order to remedy a Deficiency.

10.3 Approval. No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by the County Project Director in accordance with the procedures set forth in *Section 5.0 (Work; Approval)*.

11.0 APPLICATION SOFTWARE WARRANTY

Contractor represents, warrants, and covenants to County that the C2PC-PS Demonstration Application, including all applicable Customizations, Interfaces, and Custom Programming Modifications accepted by County, shall perform fully in accordance with the Specifications or any amendments thereto. As used in this Agreement, the "Software Warranty Period" means, the period commencing on the C2PC-PS Customization Date *(Sub-paragraph 5.3.1)*, and continuing through the Term of this Agreement.

County may, in its sole discretion, choose to extend the Application Software Warranty Period by purchasing from Subcontractor (also, 'Licensor'), an extended warranty period inclusive of software maintenance and technical support services not covered by this base Agreement.

12.0 MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Contractor shall secure the acquisition of maintenance and support services from the Subcontractor as part of this Agreement. Accordingly, Subcontractor shall provide technical support and maintenance services (collectively, "Support Services") to County for the C2PC-PS Demonstration Application in accordance with this *Section 12.0* and *Exhibit B (Statement of Work)*, throughout the Term of this Agreement.

Support Services shall minimally include: (a) telephonic and on-line technical support during normal business hours; (b) execution by Subcontractor of software troubleshooting and documentation; (c) creation by Subcontractor of a software trouble report (STR), and an electronic system for cataloging each STR for future recall; (d) Subcontractor's creation of C2PC-PS Application software patches, each of which in effect represents the accumulation of all remedies executed in response to each prior STR.

13.0 OWNERSHIP, LICENSE

13.1 Ownership. County acknowledges that all proprietary and intellectual property rights, title and interest, including in copyright, in and to any changes or modifications [customizations] to the C2PC base application's underlying Source Code executed by Subcontractor pursuant to this Agreement, are and shall remain the exclusive property of Subcontractor, and such C2PC-PS customization is subject to licensing granted to County by Subcontractor in this *Section 13.0 (Ownership; License)*, and by extension, as granted pursuant to *Exhibit J (Software Evaluation Agreement)* which shall become effective upon the C2PC-PS Project Closeout date (see *Subparagraph 5.3.4*) for this C2PC-PS customization project.

Subject to Subcontractor's rights in the underlying Source Code, County shall retain ownership of any and all interfaces and modifications created by County, including but not limited to, any trademarked or copyrighted logos, symbols or other representations used by Subcontractor in the customization process with permission of the County, pursuant to the exercise of its rights under *Paragraph 13.2*. The Contractor shall interpret this to mean that Los Angeles County will retain its intellectual property rights for related interface changes to the C2PC-PS application.

Neither Party shall shall gain, by virtue of this Agreement, any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights (collectively, "Intellectual Property Rights") owned by the other. Without limiting the generality of the foregoing:

13.1.1 Demonstration Software. The Demonstration Software provided to County pursuant to this Agreement, including Third Party Software and all Intellectual Property Rights contained therein, shall remain the property of Contractor, Subcontractor, or the applicable Third Party Software licensor, as the case may be, and all such software is subject to the license rights granted to County as described in *Paragraph 13.2 (License)*, and in *Exhibit J (Software Evaluation Agreement)*.

13.2 License. Contractor acknowledges, and Subcontractor agrees that, concurrent with commencement of Phase 3 (Field Demonstration Pilot), County shall acquire from Subcontractor (also the "Licensor") the right to use sixty (60) limited-term licenses to the C2PC-PS Demonstration Application as created by Subcontractor for the County, for the sole purpose of demonstrating the application pursuant to this Agreement, and which shall expire upon termination or expiration of this Agreement (see *Exhibit B, Statement of Work, Task 8*) and is subject to the terms and conditions of the Licensor as evidenced by *Exhibit J (Software Evaluation Agreement)*.

Upon termination or expiration of this Agreement, and upon Contractor's and Subcontractor's delivery to County of a completed C2PC-PS Field Demonstration Acceptance Certificate *(Exhibit K)* form *(see Subparagraph 5.3.4)*, Contractor acknowledges and Subcontractor (Licensor) agrees that County shall retain a sixty (60)-month license to use, customize, integrate with other software, operate, and execute

four-hundred fifteen (415) copies of the newly customized C2PC-PS Demonstration Software on a limited number of fixed and mobile computers, servers, local area networks and wide-area networks for use by a limited number of concurrent users (the "Leave Behind") within the Los Angeles County Sheriff's Department's organizational structure. County shall operate, install and/or deploy the Leave Behind in a manner consistent with the Application's capabilities, and consistent with the terms and conditions set forth by the Licensor in *Exhibit J (Software Evaluation Agreement)* (the "License"), and in a manner which serves the best interest of County, and:

13.2.1 to archive and make sufficient numbers of copies of the C2PC-PS Demonstration Application as is necessary for County to enjoy and exercise fully its demonstration rights under the License *(Exhibit J)*,

13.2.2 to use, modify, copy, and display the Documentation as necessary or appropriate for County to enjoy and exercise fully the rights granted under the License;

13.2.3 to permit third party access to the C2PC-PS Application, the Documentation, or any part thereof, in accordance with the License, as necessary or appropriate for County to enjoy and exercise fully the rights granted under the License, including for the provision of interoperability support of the C2PC-PS Demonstration Application;

13.2.4 to purchase any future extended warranty inclusive of technical support and software maintenance services (Support Services) directly from the Licensor for the C2PC-PS Demonstration Application, as determined in the best interest of the County;

13.2.5 to acquire under separate agreement, additional customization and or modification services from the Licensor.

14.0 MINIMUM SYSTEM REQUIREMENTS

Exhibit B (Statement of Work, Attachment I, RFD) includes a description of the Minimum System Requirements ("System Hardware") and operating system software ("Operating System Software") that are Compatible (as defined below) with both the base C2PC and customized C2PC-PS Applications, including any Custom Programming and Modifications thereto, and which are required for County to enjoy and exercise fully its rights in respect of the C2PC-PS Application Software. Such description specifies version Compatibility of the System Hardware and Operating System Software in order to achieve Compatibility with the C2PC-PS Application, along with recommended System Hardware Features.

Contractor may request to inspect County's installation of the System Hardware or Operating System Software, provided that any such inspection, or lack thereof, shall not relieve Contractor of its obligations with respect to *Section 11.0 (Application Software Warranty)* or *Section 12.0 (Maintenance and Technical Support Services)*. As used in

this Agreement, "Compatible" or "Compatibility" means that the applicable System Hardware and Operating System Software as set forth in *Exhibit B, Attachment I* are capable of supporting, operating, and otherwise performing all anticipated functions of such System Hardware or Operating System Software, as the case may be, when used in conjunction with the C2PC-PS Application, including any Customizations, Interfaces, Updates, and Custom Programming Modifications thereto.

15.0 USE OF THE SOFTWARE

County and Contractor agree that effective upon commencement of Phase 3 of the customization and demonstration project, and throughout the Term of this Agreement, and for a period of 60-months thereafter, the C2PC-PS demonstration software may be installed in County's operating environment in various configurations and/or states of completion subject to the terms and conditions set forth in *Exhibit J (Software Evaluation Agreement)*. Following installation by Subcontractor, County shall have the right to use throughout the Term of this Agreement and for 60 months thereafter, the customized C2PC-PS Demonstration Application as required by this Agreement and subject to the terms and conditions set forth in *Exhibit J*, without any additional cost to County where County determines that it is necessary for County operations. Such use shall not restrict Contractor's performance under this Agreement.

16.0 CONTRACTOR'S OFFICES

Contractor's business offices are located at 4810 Eastgate Mall, San Diego, California 92121. Contractor shall notify County of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

17.0 LIQUIDATED DAMAGES

17.1 If the County determines that there are deficiencies in the performance of Task 7 (C2PC-PS Field Demonstration System Acceptance) of *Exhibit B (Statement of Work)* of this Contract that the Sheriff deems are correctable by the Contractor over a certain time span, the Sheriff will provide a written notice to the Contractor to correct the deficiency within thirty (30) calendar days unless a longer correction period is mutually agreed upon by the parties.

17.2 Should the Contractor fail to correct Task 7 deficiencies within said time frame, the parties agree that the County will suffer actual damages and that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from said failure. Accordingly, the parties hereby agree that a reasonable estimate of such damages shall not exceed $46,296. Said amount shall be deducted from the County's payment to the Contractor.

17.3 The action noted in this paragraph shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement. The parties agree that liquidated damages, if assessed, shall constitute the County's sole remedy

for Task 7 deficiencies. Finally, the parties agree that nothing in this provision shall bar Contractor from charging for work on a T&M basis during the liquidated damages period provided that the Contract's funding ceiling has not been exceeded.

18.0 NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

(1) To County:

Charles S. Heal, Commander
4700 Ramona Boulevard
Monterey Park, California 91754
Phone: (323) 526-5466
with a copy to:

(2) Los Angeles County Sheriff's Department
Legal Advisory Unit
4700 Ramona Boulevard, Suite 225
Monterey Park, CA 91754-2169
Attention: County Counsel
Facsimile: 323.267.6687

(3) To Contractor:

Kratos Government Solutions
Attention: Raul A. Rossell
Facsimile: 858.812.9365

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

19.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

20.0 SURVIVAL

The following *Sections* of this Agreement shall survive its expiration or termination for any reason: *1.0 (Agreement and Interpretation), 2.0 (Definitions), 8.0 (Prices and Fees), 9.0 (Invoices and Payments), 17.0 (Liquidated Damages), 18.0 (Notices), 19.0 (Arm's Length Negotiations), 20.0 (Survival)*, and all the terms and conditions set forth in *Exhibit A (Additional Terms and Conditions)* and *Exhibit J (Software Evaluation Agreement)*.

* * * * *

AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND
KRATOS GOVERNMENT SOLUTIONS, INC.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

KRATOS GOVERNMENT SOLUTIONS, INC.
Contractor

Signed: _____
Printed: RAUL A. ROSSELL
Title: VICE PRESIDENT, CONTRACTS

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gary Gross
Principal Deputy County Counsel

CONTRACT FOR
KRATOS GOVERNMENT SOLUTIONS, INC.
C2PC CUSTOMIZATION AND DEMONSTRATION PROJECT

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions (as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this *Section 1.0 (Subcontracting)*. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this *Section 1.0 (Subcontracting)*, shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide.

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this *Subparagraph 1.2.4*, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Contract)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities.

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions

of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement All such disputes shall be subject to the provisions of this *Section 2.0 (Dispute Resolution Procedure)* (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its reasonable judgement, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its reasonable judgement, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer or equivalent and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in *Paragraph 2.3 (Dispute Resolution Procedures)*, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to *Section 4.0 (Termination for Insolvency)*, *Section 5.0 (Termination for Default)*, *Section 6.0 (Termination for Convenience)*, or *Section 7.0 (Termination for Improper Consideration)*, in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that

Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Contract (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

3.2 Disclosure of Information.

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of *Subparagraph 3.2.1* of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such

obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under *Section 26.0 (Re-solicitation of Bids, Proposals, or Information)*.

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this *Paragraph 3.4 (Use of County Name)* (other than the requirements set forth in *Subparagraph 3.4.2)* shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this *Section 3.0 (Confidentiality)* may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this *Section 3.0 (Confidentiality)*.

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this *Section 4.0 (Termination for Insolvency)* shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow

County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 Event of Default

County may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails, subject to any provisions herein or otherwise agreed to by the parties for permissible delay, to materially perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or substantially comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) business days following notice from the County Project Director specifying such breach or failure to cure prior to termination under this *Section 5.0 (Termination for Default)*, or such longer period as the County Project Director may authorize, in writing, but in no event shall the period, as extended by the County Project Director, exceed thirty (30) days), provided that nothing in this *Paragraph 5.1* shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

5.2 Deemed Termination for Convenience

If, after County has given notice of termination under the provisions of this *Section 5.0 (Termination for Default)*, it is determined by County or otherwise that Contractor was not in default under the provisions of this *Section 5.0 (Termination for Default)*, or that the default was excusable or curable under the provisions of this *Section 5.0 (Termination for Default)*, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *Section 6.0 (Termination for Convenience)* of this Exhibit except that no additional notice shall be required to effect such termination. In the alternative to such termination pursuant to *Section 6.0 (Termination for Convenience)* the parties may, by mutual written agreement, agree to rescind the termination and continue the contract as if it had not been terminated.

5.3 Completion of Work

Without limiting any of County's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to County's rights to terminate the Agreement, in whole or in part, pursuant to this *Section 5.0 (Termination for Default)*, County may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any non-complying Work, or take any other such action as may be reasonably

required to promptly remedy such default, and (b) debit Contractor therefore at County's direct actual cost of outside labor and materials and County's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by County to Contractor under the Agreement. In the event County elects to proceed under this *Paragraph 5.3 (Completion of Work)*, any Work created, modified, or repaired by or at the direction of County shall be deemed Work under the Agreement, except for purposes of warranty.

6.0 TERMINATION FOR CONVENIENCE, SUSPENSION

6.1 Termination for Convenience.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

6.2 Suspension.

County, at its convenience, and without further liability except as herein specified, may suspend Contractor's performance under this Agreement, in whole or in part, by written notice personally delivered to Contractor specifying the effective date and extent of the suspension.

6.2.1 Contractor shall immediately discontinue all services unless otherwise indicated by County Steering Committee Chair.

6.2.2 Upon request of County Project Director, Contractor shall surrender and deliver to County Project Director within seven (7) days from receipt of said request, all requested drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Application Software, whether complete or in process, as may have been accumulated by Contractor.

6.2.3 Unless otherwise specified by County, County's License rights shall continue for the duration of any period of suspension.

6.2.4 In the event the entire Agreement is suspended and the period of suspension exceeds one (1) calendar year, this Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

6.3 No Prejudice; Sole Remedy

Nothing in this *Section 6.0 (Termination for Convenience)* is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this *Paragraph 6.3* shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this *Section 6.0 (Termination for Convenience)* by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's employee fraud hotline at (800) 544-6861.

7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 TERMINATION FOR GRATUITIES

County may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.0 EFFECT OF TERMINATION

9.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in *Section 4.0 (Termination for Insolvency)*, *Section 5.0 (Termination for Default)*, *Section 6.0 (Termination for Convenience)*, *Section 7.0 (Termination for Improper Consideration)*, or *Section 8.0 (Termination for Gratuities)*, in each case, of this Exhibit, then:

9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

9.1.2 Unless County has terminated the Agreement pursuant to *Section 6.0 (Termination for Convenience)* of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

9.1.3 Contractor shall promptly return to County any and all of County's confidential information, as described in *Section 3.0*, that relates to that portion of the Agreement or Work terminated by County;

9.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration, of any liquidated damages levied pursuant to *Section 17.0 (Liquidated Damages)*, of the *Agreement*, to the extent applicable; and

9.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

9.2 Remedies Not Exclusive

The rights and remedies of County set forth in this *Section 9.0 (Effect of Termination)* are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

10.0 WARRANTY AGAINST CONTINGENT FEES

10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

10.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

11.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

12.0 FURTHER WARRANTIES

Contractor represents, warrants and further covenants and agrees to the following:

12.1 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by the Agreement to County; (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (c) County is entitled to use the Application Software without interruption of use; (d) the Agreement and the Application Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors; (e) during the Term, Contractor shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Application Software, and any part thereof, in accordance with the Agreement; (f) there is no litigation, dispute, claim, proceeding or other action pending, or to Contractor's knowledge, threatened against Contractor or in respect of the Application Software, that could have a material adverse effect on Contractor's business or on Contractor's ability to perform and meet in a timely fashion Contractor's obligations under this Agreement; and (g) neither the performance of the Agreement by Contractor, nor the License to, and use by, County and its users of the Application Software in accordance with the Agreement will in any way violate any non-disclosure Agreement, nor, to the Contractor's knowledge, constitute any infringement or other violation of any

copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.

12.2 Contractor bears the full risk of loss due to total or partial destruction of all or any part of the Application Software acquired from Contractor, as applicable, until delivery to County , and County's Final Acceptance of the Application Software.

12.3 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the Statement of Work.

12.4 All Work shall be performed in a timely and professional manner by qualified personnel.

12.5 Contractor, and each subcontractor as applicable, is an authorized maintenance and service provider in respect of the Demonstration Software provided to County under this Agreement.

12.6 All Documentation developed under the Agreement shall be reasonably uniform in appearance.

12.7 The Demonstration Software shall be fully compatible with and shall fully integrate, perform, and function with the Operating System Software, in each case as conforms to the specifications set forth in *Attachment I (Requirements Functional Definitions)* of *Exhibit B (Statement of Work)*.

12.8 Updates that are provided pursuant to Contractor's obligation to provide Maintenance Services will be Compatible with the System Hardware and the Operating System Software set forth in *Attachment I (Requirements Functional Definitions)* of *Exhibit B (Statement of Work)* or Contractor will provide backward functionality to maintain such Compatibility.

12.9 Contractor shall provide technical support for, and maintenance of, all Application Software components licensed to County hereunder for the Term.

13.0 INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Contractor shall indemnify, defend, and hold harmless County, its districts administered by County, and their elected and appointed officers, employees, and agents (the "County Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including reasonable defense costs and legal, accounting and other expert

witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, omissions or willful misconduct. Any legal defense pursuant to Contractor's indemnification obligations under this *Paragraph 13.0 (Indemnification and Insurance)* shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County in writing, which approval shall not be unreasonably withheld or delayed Contractor shall not, however, without County's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against County Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor if required by this Indemnification provision and if within the limits set forth in the Limitation of Liability (*Subparagraph 13.2*) provision in this Agreement.

13.2 Limitation of Liability

Notwithstanding any other provision herein, the cumulative liability of Contractor regardless of the form of action for each claim whatsoever related to this agreement, including, but not limited to, any cause of action sounding in contract, tort, or strict liability, or any indemnification obligation under *Subparagraph 13.1* shall not exceed the total price of this agreement. In no event shall either party be liable for any loss of profits, revenue, business opportunity, or business advantage, loss of use, interruption of business, loss of good will, data loss, computer failure or malfunction, work stoppage, any indirect, incidental, or consequential damages, even if the party has been advised of the possibility of such claims. This limitation of liability is intended to apply to all claims of the government, without regard to which other provisions of this agreement have been breached or have been proven ineffective.

13.3 General Insurance Requirements

Without limiting Contractor's obligations of indemnification and defense of County Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this *Paragraph 13.2 (General Insurance Requirements)*. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County.

13.3.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to the County's Risk Manager, and evidence of such programs satisfactory to County, shall be delivered to:

Karen Anderson, Assistant Manager
Sheriff's Department Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

(i) Specifically identify the Agreement;

(ii) Clearly evidence all coverages required in the Agreement;

(iii) Contain express conditions that County is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;

(iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all County Indemnitees as insureds for all activities arising from the Agreement; and

(v) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California

13.3.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

13.3.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

(i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

(ii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars ($1,000,000) per accident.

(iii) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars ($1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars ($1,000,000) and one million dollars ($1,000,000) for each employee.

13.3.4 Notification of Incidents, Claims or Suits

Contractor shall report to County:

(i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four (24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

(iii) Any injury to a Contractor staff member which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

13.4 Failure to Procure and Maintain Insurance

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which County may terminate the Agreement pursuant to *Section 5.0 (Termination for Default)* of this Exhibit and seek all remedies pursuant to *Section 9.0 (Effect of Termination)* of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to *Paragraph 5.3 (Completion of Work)* of this Exhibit.

14.0 INTELLECTUAL PROPERTY INDEMNIFICATION

14.1 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to *Paragraph 13.1 (Indemnification)* of this *Exhibit A*, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including reasonable defense costs and legal, accounting and other expert, consulting or professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from or related to the Application Software or the operation and utilization of the Work under the Agreement (collectively referred to as "Infringement Claims"). Contractor shall have no obligation to County under this *Section 14.0 (Intellectual Property Indemnification)* to the extent any damages or losses arising under or resulting from an infringement claim are caused by use by County of the Application Software other than in accordance with the Agreement, the Specifications, *Exhibit J*, or other applicable Documentation.

14.2 Without limiting the foregoing, in the event County Project Director becomes aware that ongoing use of the Application Software, or any part of it, is the subject of any Infringement Claim that might preclude or impair County's use of the Application Software or any component of the Application Software (*e.g.*, injunctive relief), or that County's continued use of the Application Software or any part of it may subject it to punitive damages or statutory penalties or other costs or expenses, County shall give notice to Contractor of such facts. Upon notice of such facts, Contractor shall, at no cost to County, either (a) procure the right, by license or otherwise, for County to continue to use the affected portion of the Application Software, to the same extent of the License, or (b) to the extent Contractor is unable to procure such right, replace or modify the affected portion of the Application Software with product of equivalent quality and performance

capabilities, in County's reasonable determination, to become non-infringing, non-misappropriating and non-disclosing. If Contractor fails to complete the remedial acts set forth above within sixty (60) days of the date of the notice from County, or if completion is not possible despite Contractor's commercially reasonable best efforts within such sixty (60) day period, and County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, in either instance County shall have the right, without limiting any other rights or remedies that County may have under the Agreement or at law or equity, to take such remedial acts it determines to be reasonable to mitigate any impairment of its use of the Application Software. Contractor shall indemnify and hold County harmless for all amounts paid and all direct and indirect costs associated with such remedial acts.

15.0 NOTICE OF DELAY

15.1 In the event Contractor determines at any time that failure, delay, or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within five (5) days following such determination), notify County Project Director in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay or inadequacy of performance by County and (b) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (a "Notice of Delay").

15.2 Such Notice of Delay, if timely filed, shall be treated as a request by Contractor for a Change Order or an amendment to the Agreement, as applicable pursuant to *Section 6.0 (Change Orders and Amendments)* of the *Agreement*. In the event Contractor fails to notify County in writing of any alleged failure, delay, or inadequacy of performance of any of County's obligations in a timely manner as set forth in this *Section 15.0 (Notice of Delay)*, Contractor shall not be entitled to rely upon such alleged failure, delay, or inadequacy of performance for any purpose whatsoever, including as a purported justification for either: (i) claiming that Contractor is entitled to receive any additional payments from County hereunder or (ii) failing to fulfill any of Contractor's obligations in a timely manner. This *Section 15.0 (Notice of Delay)* shall not be interpreted or construed as expanding in any manner the financial obligations of County under the Agreement.

16.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this *Section 17.0 (Force Majeure)*, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible Contractors.

17.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not to exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

17.3 County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including this Agreement, with County or a nonprofit corporation created by County; (b) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (c) committed an act or

offense which indicates a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

17.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

17.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

17.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (a) elimination of the grounds for which the debarment was imposed; (b) a bona fide change in ownership or management; (c) material evidence discovered after debarment was imposed; or (d) any other reason that is in the best interest of the County.

17.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (a) the Contractor has been debarred for a period longer than five years; (b) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.9 These terms shall also apply to subcontractors or sub-consultants of County contractors, including Contractor.

18.0 COMPLIANCE WITH APPLICABLE LAW

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) business days to correct any noncompliance with County rules, regulations, ordinances, guidelines, and directives following notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

19.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

20.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

20.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification

20.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in

compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

20.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

20.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:

a) Title VII, Civil Rights Act of 1964;

b) Section 504, Rehabilitation Act of 1973;

c) Age Discrimination Act of 1975;

d) Title IX, Education Amendments of 1973, as applicable; and

e) Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

20.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this *Section 21.0 (Nondiscrimination, Affirmative Action, and Assurances)* when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this *Section 21.0 (Nondiscrimination, Affirmative Action, and Assurances)* have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by

County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this *Paragraph 21.5* shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

20.6 The parties agree that if Contractor violates the anti-discrimination provisions of the Agreement, County shall, at its option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

21.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this *Section 22.0 (Nondiscrimination in Services)*, discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

22.0 EMPLOYMENT ELIGIBILITY VERIFICATION

22.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

22.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to *Paragraph 13.1 (Indemnification)* of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or

State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

23.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to *Section 4.0 (Termination for Insolvency)* of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to *Section 5.0 (Termination for Default)* of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed the Dispute Resolution Procedures, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

24.0 CONFLICT OF INTEREST

24.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

24.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

25.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

25.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and

services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

25.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

26.0 RESTRICTIONS ON LOBBYING

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County lobbyist ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

27.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence (in this *Paragraph*, "GAIN") or general relief opportunity for work (in this *Paragraph*, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

28.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

29.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during

any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which County may immediately terminate this Agreement.

30.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L A's Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. CSSD will supply Contractor with the poster to be used.

31.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

31.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

31.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served wage and earnings withholding orders or County's CSSD notices of wage and earnings assignment for child or spousal support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

31.3 Failure of Contractor to maintain compliance with the requirements set forth in this *Section 32.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)* shall constitute a default by Contractor under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement or at law or in equity, failure to cure such default within ninety (90) days of notice by the CSSD shall be grounds upon which County may suspend or terminate the Agreement pursuant to *Section 5.0 (Termination for Default)* of this Exhibit.

32.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

33.0 COMPLIANCE WITH JURY SERVICE PROGRAM

33.1 Jury Service Program

This Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

33.2 Written Employee Jury Service Policy.

33.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

33.2.2 For purposes of this *Section 34.0 (Compliance with Jury Service Program)*, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this *Section 34.0 (Compliance with Jury Service Program)*. The provisions of this *Section 34.0 (Compliance with Jury Service Program)*

shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

33.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

33.2.4 Contractor's violation of this *Section 34.0 (Compliance with Jury Service Program)* of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

34.0 BACKGROUND AND SECURITY INVESTIGATIONS

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under the Agreement. The cost of background checks is the responsibility of the Contractor.

35.0 ACCESS TO COUNTY FACILITIES

35.1 Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities.

35.2 Identification

While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director. Contractor's employees providing services under this Agreement shall wear Contractor-provided identification badges at all times while conducting business at Sheriff's facilities.

36.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

37.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

37.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

37.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

38.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

39.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

40.0 ASSIGNMENT BY CONTRACTOR

40.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this *Paragraph 41.1*, County consent shall require a written amendment to the Agreement, which is formally approved

and executed by the parties, and which may be executed by the Sheriff on behalf of the County with the written concurrence of the County Counsel.

40.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with *Paragraph 41.1* of this Exhibit.

41.0 CONTINUOUS PRODUCT SUPPORT

If Contractor assigns or transfers this Agreement to a permitted assignee and subsequent to such assignment, the Application Software is not supported to at least the same level that Contractor supported the Application Software, as determined by County Project Director (because, for example, Contractor's permitted assignee chooses to support other products in preference to the products licensed herein), or, absent any assignment or transfer, if County, upon ninety (90) days prior written request by Contractor and at County's sole discretion, waives Contractor's obligation to continue providing Maintenance Services in respect of the Application Software under *Paragraph 12.10* (if for example, Contractor generally is ceasing support of the product), then in either instance County, at its option and without limiting or altering its License rights or rights to the Application Software Source Code, County may elect to transfer the License, without cost or penalty, to another similar product ("Replacement Product") within Contractor's, or Contractor's permitted assignee's, if applicable, product offering. The assignee, by taking benefit (including, without limitation, acceptance of any payment under this Agreement) shall be deemed to have ratified this *Section 42.0*. All terms and conditions of this Agreement shall continue in full force and effect for the Replacement Product. In addition, the following terms and conditions shall apply if County elects to transfer the license to a Replacement Product:

41.1 Any and all modules of the Replacement Product or otherwise offered separately, and needed to match the original Application Software's level of functionality, as determined by County's Project Director, shall be supplied by Contractor's permitted assignee without additional cost or penalty, and shall not affect the calculation of any maintenance and support fees,

41.2 All County users and support personnel shall receive reasonable training for purposes of learning the Replacement Product. Training shall be provided at no additional cost to County or users;

41.3 All License terms and conditions shall remain as granted herein with no additional fees imposed on County; and

41.4 The definition of Application Software shall then include the Replacement Product.

42.0 INDEPENDENT CONTRACTOR STATUS

42.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

42.2 County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

42.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.

42.4 Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the County Project Director.

43.0 RECORDS, AUDITS AND PUBLIC RECORDS ACT

43.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this *Section 44.0*, Contractor may require the non-County examiner or auditor, as the

case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

43.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.

43.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify County of any objection to the same Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Director. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contactor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project

Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

43.4 Public Records Act

43.4.1 Any documents submitted by Contractor, all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to this *Paragraph 44.4*; as well as those documents which were required to be submitted in response any County solicitation used for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required.

43.4.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

44.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Henry Yee, Manager, Sheriff's Department Contracts Administration, 4700 Ramona Boulevard, Monterey Park, CA 91754-2169.

45.0 NEW TECHNOLOGY

Without limiting Contractor's obligation to provide County Updates, Contractor and County acknowledge the probability that the technology of the Application Software (or

any portion thereof) provided under the Agreement will change and improve during the Term. County desires the flexibility to incorporate into the Application Software any new technologies, as they may become available. Accordingly, Contractor Project Manager shall, promptly upon discovery and on a continuing basis, apprise County Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the Application Software (or any portion thereof).

Specifically, upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the Application Software, and provide an estimate of the impact such incorporation will have on the performance, scheduling, and price of the Application Software (or any portion thereof). County, at its discretion, may request that the Agreement be amended to incorporate the new technologies, methodologies and techniques into the Application Software (or any portion thereof) pursuant to the provisions of *Section 7.0 (Change Orders and Amendments)* of the *Agreement*.

46.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this *Section 47.0 (No Third Party Beneficiaries)* shall not be construed to diminish Contractor's indemnification obligations hereunder.

47.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If, following due cure and notice periods for any specified material breach, improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

48.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require personnel in addition to those employed by Contractor on the Effective Date to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-

employment list during the life of this Agreement. For this purpose, consideration shall mean that Contractor will interview qualified candidates. Prior to consideration being given by Contractor, County will refer such County employees by job category to Contractor. The above obligations do not apply to positions filled by: (a) third parties who have subcontracted with Contractor to perform the services, or (b) Contractor's current employees.

49.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

50.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

51.0 SAFELY SURRENDERED BABY LAW

51.1 Notice to Employees

Contractor shall notify and provide to its employees residing in or working in the State of California, and shall require each subcontractor performing Work under this Agreement to notify and provide to its employees residing in or working in the State of California, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

51.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at

Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

52.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

53.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

54.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion

55.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

56.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change orders or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

* * * * *

EXHIBIT B

STATEMENT OF WORK

C2PC-PS Customization and Demonstration Project

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1.0 TASKS AND DELIVERABLES

Task 1 – Project Planning and Management

Contractor shall (a) create a Project Control Document which shall include a project plan, schedule, risk assessment, and related project control documentation, and (b) provide ongoing management of the project, throughout the life of the project.

Subtasks

Subtask 1.1: Develop a Project Control Document
Contractor shall prepare a Project Control Document (PCD), consistent with this Statement of Work. The contents of the Project Plan will include the relevant elements of the following:

- **Introduction**: Summarizes the project plan; a review of the shared vision for the project relationship, the strategic goal(s) of the implementation effort, and how Contractor will contribute to meet Los Angeles County Sheriff's Department's (LASD) operational objectives;

- **Executive Summary**: Provides a high level overview of the main features and goals of the project plan;

- **Project Mission & Objectives**: Describes the operational need for proceeding with the project, the objectives to be achieved under the project, and critical success factors for LASD; all based upon information provided to Contractor by the LASD, and any assumptions or limitations related to the Project Plan;

- **Project Scope**: Describes the overall scope and deliverables of the project. Acts as a confirmation of project scope, phasing, training and implementation objectives;

- **Work Breakdown Structure (WBS)**: Identifies the phases within the overall Project implementation and the key deliverables within each phase. It may also go down to the task level, if appropriate;

- **Master Project Schedule**: Following the WBS, this schedule identifies the activities, key milestones, and estimated duration for activities on the Project. It will also highlight all agreed activities, deliverables, or milestones (for which LASD is responsible) that will affect the success of the project. All project activities, deliverables, and milestones (both Contractor's and LASD's) will be linked into a Critical Path Analysis. Contractor and LASD will review this analysis on a regular basis;

- **Acceptance Test Plan**: Identifies the non-document project deliverable [C2PC-PS], or portions thereof, which will undergo Acceptance testing, and will include sequence, criteria, input, expected results, ownership of Acceptance, and participants. The Acceptance Test Plan component of this PCD shall be due 15 calendar days after completion of *Subtask 2.2*.

- **Change Control Plan**: Describes the activities and processes for change management during the project (i.e., how a potential project change is requested, impact assessment, response to request, and authorization);

- **Project Team**: Identification of Contractor's project team and project organization, including defining the roles and responsibilities of the project team members, and;

- **Risk Assessment & Management**: Identification of project risks and mechanisms to handle these risks, in a risk management plan.

Subtask 1.2: Provide Ongoing Project Management

Contractor shall manage project activities and resources, as well as track project status. This shall include managing and tracking all issues. Contractor shall jointly report project status on a regular basis, through a Project Status Report that is prepared and delivered, on a monthly basis, to LASD's Project Director and Project Manager. The report shall cover, at a minimum, project progress, plans, outstanding issues, and any updates to the Project Control Document.

Task Deliverables

Deliverable 1.1: Project Control Document
Contractor shall deliver, to LASD within calendar 30 days of commencement of the *Agreement*, a PCD, including a project plan, schedule, risk assessment, training curricula and objectives, and related project control documentation. Contractor shall complete the Acceptance Test Plan component of the PCD within 15 calendar days of completion of *Subtask 2.2*.

Deliverable 1.2: Monthly Status Reports

Contractor shall prepare and present Monthly Project Status Reports to LASD that, at a minimum, cover:

(a) the period covered by the report;

(b) project progress and plans;

(c) issues tracking, including Deficiencies;

(d) project schedule, including Work scheduled for completion which was completed, and Work scheduled for completion which was not completed;

(e) updates to the PCD, if any;

(f) project risks identified through the quality assurance process; and,

(g) information that LASD may from time to time reasonably require.

Summary Review Criteria

- See *Paragraph 3.1 (Document Review Process)*, for the review process and criteria for the above deliverable(s);
- Summary Review requirement as defined in the Project Control Document, if any.

Contractor Responsibilities

- Provide appropriately skilled personnel for project planning and on-going management.
- Completion of all stated Deliverables.

LASD Responsibilities

- Provide access to or copies of project plans, schedules, architectural documents, and design documents directly related to this project;
- Provide a Project Manager to work with Contractor Project Managers;
- Ensure the appropriate staff members (Stakeholders) participate in the project planning process;
- Provide the information as and when requested by the Contractor, and;

Task 2 - C2PC Customization & Implementation Guidelines

This task consists of a validation of the high-level application modifications, and the preparation of detailed customization and demonstration guidelines for the proposed C2PC-Public Safety (PS) software, for use by LASD and the Contractor team.

Subtasks

Subtask 2.1: Confirm C2PC High-Level Application Customization

Contractor shall review and validate the high-level modifications for the proposed C2PC-PS software, the requirements of which are listed in *Attachment I (Requirements Functional Definitions)* [RFD] document prepared by LASD, to ensure that the proposed base C2PC application, in its current configuration as supplied by subcontractor Northrop Grumman (NGMS), best meets the current and projected requirements of LASD. Recommended modifications to the design of C2PC shall be documented by the Contractor. Contractor shall incorporate agreed-

upon customizations [modifications] into the high-level design documentation. This document will provide the basis for the detailed application customization and demonstration plan, to be developed in *Subtask 2.2*. Contractor's approach is as follows:

- Contractor will work with LASD to completely review the high-level design concept for C2PC;
- Contractor will work with LASD to completely review the high-level data/communications infrastructure of LASD as proposed for C2PC;
- Contractor will recommend modifications to C2PC or LASD data/communications infrastructure, if any, which reflect the current technology available to meet LASD solution requirements, and;
- A final high-level design, approved by LASD and Contractor will be generated.

Subtask 2.2: Prepare a Detailed 3-Phase Application Customization and Demonstration Plan for C2PC-PS

Based upon the high-level customization plan, Contractor shall prepare and deliver to LASD, a detailed plan for the proposed customization and demonstration of the base C2PC application environment. This document will provide adequate detailed specifications to ensure that the proposed technical modifications of the base C2PC application fully meet LASD requirements. This detailed design document will be an expansion of the high-level design, with all the necessary specifications to ensure successful design and implementation of the proposed C2PC-PS application. Contractor's approach is as follows:

- Contractor shall recommend a specified configuration design for C2PC-PS;
- Contractor shall propose law enforcement-specific iconography/graphic representations in the form of non-functional "screen shot" representations for the customized interface solution and computer screen overlays, based on end-user requirements [RFD];
- Contractor shall demonstrate the interrelationships between [at a minimum] three (3) exemplars of law enforcement iconography, their supporting data and respective metadata components in the proposed law-enforcement-specific environment, based on end-user requirements *(Attachment I, RFD)*;
- Contractor shall demonstrate proposed C2PC-PS data/communications capabilities [narrative, graphical representations, specifications] utilizing knowledge of LASD data/communications infrastructure and industry-standard communications syntax and standards, based on end-user requirements *(Attachment I, RFD)*;

- Contractor shall provide design and configuration expertise to ensure optimized C2PC-PS performance, and;

- Contractor shall pro-actively verify the detailed customization of each base C2PC component to allow for an uninterrupted customization and demonstration process, and optimized delivery dates.

Task Deliverables

Deliverable 2.1: A High-Level Application Customization Design Document

Contractor shall document and deliver to LASD, the high-level customization design, bulleted point for point to confirm each element listed in the attached RFD and shall include a narrative for the deliverable containing functional descriptions of all identified software modifications, including diagrams and supporting narrative. This document must be approved by LASD as part of the completion of this task. See Review Criteria below.

Deliverable 2.2: A Detailed 3-Phase Application Customization and Demonstration Plan Document

Contractor shall document and present to LASD, the Detailed Customization and Demonstration document for the proposed C2PC-PS application. This document shall include a detailed plan for the proposed customization, and a detailed design document for proposed software customizations based on the High-level Design Document produced in *Subtask 2.1*, and must be approved by LASD, as part of the completion of this task. See Review Criteria below.

Summary Review Criteria

- Documentation - See *Paragraph 3.1 (Document Review Process)* for the Review process and criteria for the above deliverable(s), and;

Contractor Responsibilities

- Actively participate in workshop and in the creation of detailed planning and design documents;

- Provide appropriate knowledge and collateral, to aid in the creation of plans and designs, and;

- Provide appropriately skilled personnel, for the application design review and detailed design document creation;

- Complete the Acceptance Test Plan (ATP) (*Subtask 1.1*) component of the PCD. Pursuant to *Subtask 1.1*, this component is due within 15 calendar days of completion of *Subtask 2.2*.

- Complete all stated Deliverables.

LASD Responsibilities

- Provide Contractor with access to data/communications system(s) information based on specifications provided outlined in the RFD [or copies of project plans, schedules, architectural documents, and design documents directly related to this project];

- Provide hardware platform(s), as defined in the *RFD, Functional Requirement 9.1 (Minimum System Requirements)* to be used for the initial testing and implementation, based on specifications provided in *Subtask 2.2* and detailed in the RFD;

- Provide "Technical Lead" staff to work with Subject Matter Expert (SME) on C2PC-PS;

- Provide a data/communications systems Technical Lead, to assume responsibility for all C2PC-PS implementation-related issues;

- Provide a Law Enforcement Technical Lead/SME, to assume responsibility for the creation of law enforcement-related design elements and processes;

- Provide "Technical Lead" staff, and law enforcement professional staff (together; Subject-Matter-Expert (SME) staff) to assist in the creation of law enforcement-related design elements and processes;

- Actively participate in workshop and in the creation of detailed planning and design documents, and;

- Provide previously identified personnel for participation in the detailed design document creation and design review

Task 3 – <Phase 1> Lab Software Modifications

Duration of this Phase 1: Approximately seven (7) months

Based upon the customization and demonstration guidelines developed in *Task 2*, the required software specifications will be finalized and ordered. The Contractor shall assess LASD's operational readiness at strategic implementation locations, based upon the technology, communications strategy, provided hardware, available staff, and key communications processes. The operational readiness information obtained will be compared with best practices, resulting in prioritized recommendations.

Subtasks

Subtask 3.1: Finalize C2PC-PS Application Specifications and Place Order

LASD anticipates that some minor changes to the Detailed Customization and Demonstration Plan (Plan) document [*Subtask 2.2*] will be required. These modifications will be made to the Plan, and the required modifications ordered. The Contractor's approach to this is as follows:

- Contractor shall place the order to begin application modifications;
- Contractor shall work with the manufacturer to provide technical input and expertise which will result in any required or as-needed changes to the customization Plan, and;
- Contractor shall provide design and configuration expertise to ensure optimized application performance.

Subtask 3.2: Development, Testing, Engineering Release 1 (ER1)

Contractor shall coordinate the execution of software modifications, conduct testing and coordinate the release of individual software modifications to the base C2PC-PS application. Contractor shall coordinate the delivery of Engineering Release 1 (ER1) at the twenty-week (5-months) period of Phase 1. ER1 shall contain those customizations, modifications and features completed by the delivery date.

- Contractor shall coordinate the development and Summary Review process of all base C2PC-PS customizations in ER1, in a laboratory environment, with participation from the manufacturer and LASD technical staff, and;
- Contractor shall verify the detailed customization of each base C2PC-PS component contained in ER1, to allow for an uninterrupted development build process and optimized delivery dates.

Subtask 3.3: Development, Testing, Engineering Release 2 (ER2)

Contractor shall coordinate the execution of all software modifications, conduct testing and coordinate the release of individual software modifications to the base C2PC-PS application. Contractor shall coordinate the delivery of Engineering Release 2 (ER2) at the twenty-eight week (7-months) period of Phase 1, or as otherwise designated in the PCD. ER2 shall include all of the individual software modification applications listed and defined in the RFD. At the twenty-eight week period (7 months) of this Phase 1, the testing, debugging, and/or all necessary changes or updates (tests and changes) to the ER1 application coding shall be included in an Engineering Release 2 (ER2). NGMS shall provide ER2 to LASD at the twenty-eight week period (7 months) of Phase 1, or as otherwise designated in the PCD.

- Contractor shall coordinate the development and Summary Review process of all base C2PC-PS customizations as required in the RFD document, in a laboratory environment, with participation from the manufacturer and LASD technical staff, and;

- Contractor shall verify and validate the detailed customization of each base C2PC-PS component, to allow for an uninterrupted development build process and optimized delivery dates. Specifically, Contractor shall verify and validate the functionality of ER2 in the laboratory environment, and ensure the delivery of customizations to the following application components, herein listed and further defined in the RFD:

  3.2.1 Graphical user Interface (GUI) Adaptation

  3.2.2 Map Data

  3.2.3 Patrol Car Location

  3.2.4 Metadata

  3.2.5 Gateway MCIP/Directed Broadcast

  3.2.6 Position Pull

  3.2.7 Active User List

  3.2.8 Auto-Start C2PC-PS

  3.2.9 Application Interoperability/Co-operability

Task Deliverables

Deliverable 3.1: C2PC-PS Customizations Ordered-Tested

Contractor shall deliver a finalized Detailed Customization and Demonstration Plan document, at which time, upon approval by LASD which is subject to all conditions set forth in the *Agreement (Paragraph 5.2, Approval)*, Contractor shall place the order to begin development of C2PC-PS.

Deliverable 3.2: Engineering Release 1

Contractor shall deliver, at the **twenty-week point** of this Phase, all customizations, modifications and features built to date in the form of an application Engineering Release 1 (ER1). ER1 shall include shall include test scripts and results that the Contractor used to verify that software customizations were completed to specifications. ER1 shall be tested against the Summary Review criteria for this Deliverable.

Deliverable 3.3: Engineering Release 2

Contractor shall deliver, at the twenty-eight week point (7 months) of this Phase 1, all tested, debugged and/or updated customizations, modifications and features listed in *Subtask 3.3* in the form of an application Engineering Release 2 (ER2) for installation and testing by LASD, and shall include test scripts and results that NGMS used to verify that software customizations were completed to specifications. C2PC-PS ER2 shall form the basis for the C2PC-PS prototype and shall be used in the system tests. ER2 shall form the basis for the C2PC-PS prototype, and shall be tested against the Summary Review criteria for this Deliverable.

Summary Review Criteria

- See *Paragraph 3.1 (Document Review Process)*, for the Review process and criteria for the above deliverable(s), and;
- Summary Review requirement as defined in the Project Control Document for each item of *Deliverable 3.1*, and for *Deliverables 3.2 and 3.3* which comprise the aggregate of those items listed in *Deliverable 3.1*, and as further detailed in the *Agreement (Section 5.0, Work; Approval)*. Also see *Paragraph 3.2 (Deliverables, Summary Reviews and Acceptance Testing)*.

Contractor Responsibilities

- Provide appropriately skilled personnel for finalizing the order and conducting the readiness assessment, and;
- Oversee the customization and/or modification of the base C2PC application components listed in *Subtask 3.2* in accordance with the RFD.
- Completion of all stated Deliverables.

LASD Responsibilities

- Provide access to or copies of project plans, schedules, architectural documents, and design documents directly related to this project;
- Provide access to, or licenses for, specific data , information, hardware necessary for Contractor to execute *Subtask 3.2,* and;
- Provide SME staff to work on data and/or communications interface(s).

Task 4 – Establish Maintenance and Technical Support

This task includes all the activities associated with the delivery to LASD of technical support, both on-site and remote access (telephone & internet), for the purpose of troubleshooting user problems and system error resolution.

In this task, the Contractor shall coordinate the delivery of technical support and software maintenance for the Customized application, as required, 5 days per week, during normal business hours, Pacific Standard Time (PST).

Subtasks

Subtask 4.1: Establish Telephonic and Internet-based Technical Support Program

Contractor shall coordinate the establishment and maintenance of a technical support program which shall be used in support of the Customized C2PC-PS beginning in Phase 2 (*Task 5*) through Project Closeout (*Task 8*), Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Contractor holidays.

Subtask 4.2: Establish Software Maintenance

Contractor shall oversee the creation of a 'software drop' of C2PC-PS Customization patches, bug-fixes or updates, as the case may be, which shall in the aggregate incorporate patches, fixes or updates to software problems identified in STRs for the first four weeks of Phase 2. NGMS shall incorporate corrections for STRs identified during the first four weeks of the commencement of Phase 2. The STRs corrected will be mutually agreed upon by KGS, NGMS and LASD based on the Severity Level Definitions identified in Attachment II of *Exhibit B (Statement of Work)*.

Subtask 4.3: Software User's Manual (SUM), C2PC-PS

Contractor shall develop, with input from LASD, the creation of a first-draft Software User's Manual (SUM) for C2PC-PS. The first draft of the SUM is due prior to commencement of Phase 2. The SUM shall contain, but not be limited to, the following:

- **Introduction**: Define C2 applications, general; A brief discussion of the philosophy of tactical C2, current applications, describe; C2's implication for local law enforcement – emergency first-responders, i.e. interoperability, multi jurisdictions;

- **User's Guide**: Self-guided step-by-step use of C2PC-PS;

- **Trouble-shooting**: An Index to common user problems are defined in a tabular format with recommended solutions, and;

- **Training Appendix**: This section of the manual is intended to be used in conjunction with Comprehensive T3 Training classes facilitated by the Contractor.

n.b. A final, edited and approved SUM shall be required as one of the criteria for successful Project Closeout (see *Task 8*).

Subtask 4.4: Technical Specifications Document (TSD), C2PC-PS

Contractor shall develop, with input from LASD, the creation of a first-draft C2PC-PS Technical Specifications Document (TSD), the purpose of which is to catalog in sufficient technical detail each of the Public Safety (PS) customizations to the base C2PC application. This first draft of the TSD is due prior to commencement of Phase 2. The TSD shall include but not be limited to the following:

- **Minimum System Hardware Requirements (formalized)**: Outline;
- **C2PC Capabilities**: Outline;
- **Catalog of Changes**: Defines each of the customizations, modifications and/or intentional limitations of scope of C2PC-PS;
- **Inputs and Outputs**: A listing of specifications for all inputs and outputs which enable C2PC-PS total functionality;
- **Data Requirements (formalized)**: Outline;
- **Communications System Requirements (formalized)**: Outline, and;
- **Summary of Development Problems**: An Index to each of the problems encountered in the customizing of C2PC-PS along with the solutions and/or workarounds used to maximize the functionality of the application.

n.b. A final, edited and approved TSD shall be required as one of the criteria for successful Project Closeout (see *Task 8*).

Task Deliverables

Deliverable 4.1: Established Technical Support Program

Effective with commencement of Phase 2, Contractor shall deliver comprehensive technical assistance during normal business hours, inclusive of telephone numbers, contacts names and internet addresses. This 'help desk' support will ensure that user interaction with the Customized software is fully integrated into LASD law enforcement processes. It will also include assistance with the transfer from the Summary Review to the prototype environment contemplated in *Task 5*.

Deliverable 4.2: Establish Software Maintenance

Contractor shall facilitate the delivery of all incorporated corrections for STRs identified during the first four weeks of the commencement of Phase 2. The STRs corrected will be mutually agreed upon by KGS, NGMS and LASD based on the Severity Level Definitions identified in *Attachment II* of *Exhibit B (Statement of Work)*. Contractor shall deliver the software drop at the end of Phase 2.

Deliverable 4.3: End-User Software User's Manual (SUM)

Contractor shall deliver a draft form C2PC-PS SUM prior to commencement of Phase 2. The SUM shall be delivered in bound and electronic format, in the format NGMS currently uses for documentation deliverables to United States Marine Corps (USMC). The SUM shall provide all necessary C2PC-PS user information in support of the End-User T3 (see *Subtask 5.2*) program goals as defined in the PCD.

Deliverable 4.4: Technical Specifications Document (TSD)

Contractor shall deliver to LASD Project Manager a draft form C2PC-PS TSD prior to commencement of Phase 2. The TSD shall be delivered in bound and electronic format, in the format NGMS currently uses for documentation deliverables to USMC, subject to the approval of the County. The TSD shall provide all necessary C2PC-PS technical information in support of the Technical T3 (see *Subtask 5.3*) training program goals as defined in the PCD.

Summary Review Criteria

Documentation - See *Paragraph 3.1 (Document Review Process)* for the Review process and criteria for the above deliverable(s).

Contractor Responsibilities

- Provide appropriately skilled Technical Support personnel;
- Provide software maintenance in the form of a software patch (bug-fixes) to be delivered at the end of Phase 2 (see *Subtask/Deliverable 4.2*);
- Provide all documentation defined in this *Task 4* and;
- Completion of all stated Deliverables.

LASD Responsibilities

- Los Angeles County Sheriff will assign a single-point-of-contact for Contractor's Technical Support personnel.

Task 5 –<Phase 2> C2PC-PS Prototype Installation

Duration of this Phase 2: Approximately two (2) months.

This task includes all the activities associated with the coordination of the delivery, installation and use of the prototype C2PC-PS software on two (2) workstations (nodes) located at one LASD fixed site (see *Attachment III*), and two (2) mobile sites (LASD patrol vehicles) each also a node. The installation of the prototype C2PC-PS shall be installed as part of this task.

The official product title 'C2PC-PS', for the Customized application, is established both in its fully written and abbreviated forms with commencement of this Phase 2.

Subtasks

Subtask 5.1: Installation of Prototype C2PC-PS Software

Contractor shall coordinate the installation and startup of C2PC-PS software at each fixed and mobile site node, in consultation with LASD Project Manager, and ensure that each node is fully functional as defined in the RFD, and meets all Summary Review criteria (PCD). Contractor shall ensure that the manufacturer provides technical support. Installation tasks shall at a minimum include the following:

5.1.1 Install and configure system to meet communication specifications;

5.1.2 Refine the technical integration process on the LASD communications system;

5.1.3 Refine the C2PC-PS interface and operation on the LASD communications system;

5.1.4 Verify connectivity to key system peripherals (nodes), and ensure reliable point-to-point communications between parent and subordinate systems, and;

5.1.5 Verify connectivity to Sheriff's computer assisted dispatch (CAD) system;

5.1.6 Provide technical support through this entire Phase 2 (see *Task 4*);

5.1.7 Provide assistance with the transfer from Prototype Review to Demonstration environment.

Contractor's approach is as follows:

- Onsite Installation and Startup - Contractor shall ensure that the prototype C2PC-PS solution is functional and meets all established Review and testing criteria as documented in the PCD:
- Transition to Operations
  - Perform and/or check all components that have been documented in the design phase as agreed, and;
  - Correct unexpected problems.

- Update original specifications as well as technical and user documentation to reflect any changes resulting from corrections to the Prototype software;

Subtask 5.2: Establish Phase 2 Comprehensive T3 Training Program

Contractor shall establish a comprehensive "Train-the-Trainer" (T3) Training program as defined in the PCD. Training documentation shall be presented as an Appendix to the SUM (*Subtask 4.3*). Training shall focus on, but not be limited to, the following subject areas:

- Define C2 applications, general;
- Philosophy of C2, current application, describe;
- C2's implication for local LE – emergency first-responders, i.e. interoperability;
- Hands-on training with C2PC-PS;
- Illustrate mock tactical situations, LE scenarios (barricade, natural disaster, OIS), and;
- Overview of the C2PC-PS application purpose and architecture;
- Outline review of draft Technical Specifications (see *Subtask 4.4*);
- Overview of connectivity and communications requirements;
- Hands-on installation of C2PC-PS;
- Required data downloads;
- Hands-on user configuration;
- Hands-on testing;
- Overview of potential trouble spots, troubleshooting, and;
- Provide end-user SUM (*Subtask 4.3*) in bound, electronic and internet-based format [this shall also be provided as a component of the SUM (see *Task 4*)].
- Provide TSD in bound, electronic and internet-based format. This document shall be provided as a component of the SUM (see *Task 4*).

For each class session, Contractor shall deliver sufficient copies of the SUM *(Task 4.3)* and respective training manual [Appendix] in order to accommodate each student participant.

Subtask 5.3: Transition Services

Contractor shall coordinate all technical assistance in support of the transition from the C2PC-PS Prototype to Demonstration environments. This support will ensure that user interaction with the Prototype C2PC-PS application is integrated in the LASD law enforcement processes. NGMS shall facilitate all testing of the Prototype as specified in the PCD.

Task Deliverables

Deliverable 5.1: Delivered, Installed and Operable C2PC-PS Prototype Application Software

Contractor shall deliver and install the customized prototype C2PC-PS application on the two identified LASD fixed and two identified mobile locations.

Contractor shall demonstrate C2PC-PS operability to LASD as part of the Summary Review for this task. The fixed and mobile sites shall include, among others:

- Sheriff's Communications Center (2 workstations), and;
- LASD Mobile Sites (2 patrol vehicles).

Deliverable 5.2: Phase 2, Comprehensive T3 Training Program

Effective at commencement of Phase 2, Contractor shall implement a Comprehensive T3 training program. Contractor shall deliver sufficient training sessions in support of the training goals and curriculum set forth in the PCD for all T3 training.

Deliverable 5.3: Transition Services

Contractor shall deliver technical assistance in support of the transition from the C2PC-PS Prototype to Demonstration environments. This support will ensure that user interaction with the Prototype C2PC-PS application is fully integrated in the LASD law enforcement processes. Contractor shall facilitate all Summary Reviews of the Prototype as specified in the PCD.

Summary Review Criteria

- Documentation - See *Paragraph 3.1 (Document Review Process)* for the Review process and criteria for the above deliverable(s), and;
- For C2PC-PS, when C2PC-PS passes the manufacturer's installation requirements as defined in the Project Control Document and as further detailed in the *Agreement (Section 5.0, Work; Approval)*. Also see *Paragraph 3.2 (Deliverables, Summary Reviews and Acceptance Testing)*.

Contractor Responsibilities

- Provide appropriate SME staff for installing and testing solution environment;
- Provide instructor(s);
- Provide training environment, equipment, and manuals, and;
- Provide all documentation defined in *Tasks 4 and 5*;
- Completion of all stated Deliverables.

LASD Responsibilities

- Identify one fixed and two mobile sites (total 4 nodes) and hardware (computer workstations) to be used for the initial development, testing and implementation, based on specifications provided in the RFD;
- Provide access to fixed-site and mobile communications and data systems at the beginning of Phase 2. Ensure necessary equipment (workstations, laptops, vehicles, etc.) is available for the entire duration of Phase 2;
- Provide SME staff;
- Provide copies of project plans, schedules, architectural documents, and design documents directly related to this project, as necessary;
- LASD will assign a single-point-of-contact training coordinator to assist in scheduling LASD personnel for training, and;
- LASD shall work with Contractor to facilitate the creation of all T3 training documentation.

Task 6 –<Phase 3> Field Demonstration Pilot - Mobile

Duration of this Phase 3: Approximately four (4) months.

This task includes all the activities associated with the expanded delivery and installation of C2PC-PS software at not more than 10 selected fixed sites (each containing multiple nodes) and 50 mobile sites (patrol vehicles, each a node). A maximum of 60 installations shall be made for this demonstration.

In this task Contractor, together with LASD, shall conduct both a large area and single precinct (LASD Station) multiple-patrol-vehicle, multiple-fixed-site C2PC-PS demonstration that represents typical LASD geography and operation.

LASD Project Director reserves the exclusive right to determine which mobile sites (patrol vehicles) and/or fixed sites shall receive C2PC-PS installation, and the sequence and manner in which such installations are effected.

LASD Project Director reserves the exclusive right to include alternate or substitute fixed sites for C2PC-PS installation as part of this Task. *Attachment III* represents a listing of fixed sites which have been determined eligible for the C2PC-PS installation.

The 10 fixed sites may include, among others:

- Emergency Operations (EO) Center;
- Department Operations Center;
- Sheriff's Communications Center, and;
- LASD Stations

Attachment III represents a comprehensive listing of fixed sites which have been determined eligible for the C2PC-PS installation (up to 50 mobile and 10 fixed-site locations (any combination up to 60 total installations) at various locations may receive the C2PC-PS installations after the prototype installation Summary Review in Phase 2.

Initially, and for the purpose of this *Task 5, Phase 2*, Contractor may choose to incrementally install C2PC-PS subject to written approval from LASD's Project Director.

Subtasks

Subtask 6.1: Installation of Field Demonstration C2PC-PS Software

Contractor shall coordinate the installation and startup of C2PC-PS software at each pre-identified fixed site and patrol vehicle node, and ensure that each node is functional in accordance with the RFD, and meets all Review and testing criteria as outlined in the PCD. Contractor shall ensure that the manufacturer provides the appropriate level of technical support for this *Task 6* as specified in the PCD. Installation tasks shall, at a minimum, include the following:

- Ensure that each parent and/or subordinate C2PC gateway is communicating;
- Configure each patrol vehicle (mobile sites);
- Verify connectivity to key mobile system peripherals, and;
- Continue to provide application maintenance and technical support through this entire Phase 3 (see *Task 4*);

Subtask 6.2: Software User's Manual (SUM), Revision 1

Contractor shall work with LASD to create a REVISION 1 Software User's Manual (SUM) for C2PC-PS. The revision of the SUM is due 30 calendar days from the commencement of this Phase 3.

Subtask 6.3: Technical Specifications Document (TSD), Revision 1

Contractor shall work with LASD to create a revised-draft C2PC-PS Technical Specifications Document (TSD). This revision of the TSD is due 30 calendar days from the commencement of this Phase 3.

Subtask 6.4: Expanded Comprehensive T3 Training Program (Continuation)

Contractor shall work with LASD to continue the in-house Comprehensive T3 Training program which began in Phase 2, in support of the training objectives stated in the PCD.

Task Deliverables

Deliverable 6.1: Delivered, Installed and Operable C2PC-PS Field Demonstration Software

Upon completion of this task, Contractor shall deliver and install the customized demonstration C2PC-PS application on the identified LASD fixed and mobile locations.

Contractor shall demonstrate C2PC-PS operability to LASD as part of the Review and testing criteria for this task, and subject to the terms outlined in the *Agreement, Paragraph 5.2 and Subparagraph 5.3.3*.

Deliverable 6.2: End-User Software User's Manual (SUM)

Contractor shall deliver a SUM, Revision 1, not later than 30 days after commencement of this *Task 6* (Phase 3). At a minimum, the revised SUM shall contain each of the elements specified in *Subtask 4.2*.

n.b. A final, edited and approved SUM shall be required as one of the criteria for successful Project Closeout (see *Task 8*).

Deliverable 6.3: Technical Specifications Document (TSD)

Contractor shall deliver a TSD, Revision 1, not later than 30 days after commencement of this *Task 6* (Phase 3). At a minimum, the revised TSD shall contain each of the elements specified in *Deliverable 4.3*.

n.b. A final, edited and approved TSD shall be required as one of the criteria for successful Project Closeout (see *Task 8*).

Deliverable 6.4: Phase 3, Comprehensive T3 Training Program

Contractor shall continue to deliver Comprehensive T3 training sessions which began with commencement of Phase 2, *Deliverable 5.2*.
Contractor shall deliver a T3 training schedule within 14 days of commencement of this *Task 6* for approval by the LASD Project Director.

Summary Review Criteria

- Documentation - See *Section 3.1 (Document Review Process)* for the Review process and criteria for the above deliverable(s), and;
- For C2PC-PS, when C2PC-PS passes manufacturer's installation requirement as defined in the Project Control Document and as further detailed in the *Agreement (Section 5.0, Work; Approval)*. Also see *Paragraph 3.2 (Deliverables, Summary Reviews and Acceptance Testing)*.

Contractor Responsibilities

- Provide appropriately skilled personnel for installing and testing solution environment;
- Provide revised technical and SUM documentation, and;
- Provide technical support through the completion of Phase 3;
- Completion of all stated Deliverables.

LASD Responsibilities

- Provide access to LASD fixed-site computer workstations and mobile computer hardware platform(s) to be used for the Field Demonstration, based on specifications provided in the RFD at the beginning of Phase 3. Ensure equipment is available for the entire duration of Phase 3;
- Provide Contractor's technical support staff with access to of LASD fixed-site and mobile communications systems, and;
- Provide SME staff to work on fixed site and mobile communications and data systems

Task 7 – Field Demonstration System Acceptance

The system, in its entirety, as customized, modified, prototyped and demonstrated will be Accepted by LASD subject to a 60-day period of operation during Phase 3 (see *Section 2.0, Assumptions, Paragraph 2.5*) *(Attachment II, Deficiencies)*.

Contractor shall achieve Field Demonstration System Acceptance by reviewing, with LASD, all documentation and project results, against pre-defined Acceptance criteria.

Subtasks

Subtask 7.1: Continuance of Technical Support Program

Contractor shall continue to provide a technical support program in support of the C2PC-PS until completion of Phase 3.

Subtask 7.2: Maintenance, Patches, Revisions

Contractor shall provide Updates to the C2PC-PS software that are mutually agreed upon by NGMS and LASD, and that can completed within the level of effort estimated in the T&M proposal.

Subtask 7.3: Documentation, Revision

Contractor shall provide to County Project Director, all Documentation produced for this Project.

Subtask 7.4: Achieve Acceptance Certificate of the Demonstration System

Achievement of Acceptance will be done in accordance with the Acceptance Test Plan (ATP), and constitute Acceptance of the successful field demonstration of the C2PC-PS program.

Task Deliverables

Deliverable 7.1: Continuance of Technical Support Program

Contractor shall continue to provide technical support for C2PC-PS through the completion of Phase 3.

Deliverable 7.2: Maintenance, Patches and Revisions

Contractor shall continue to coordinate the delivery of as-needed software Updates to the C2PC-PS software that are mutually agreed upon by NGMS and LASD, and that can completed within the level of effort estimated in the T&M proposal.

Deliverable 7.3: Documentation

Contractor shall deliver all current revisions of documentation in support of the C2PC-PS application, inclusive of Software User's Manual (SUM) and Training Appendices and Technical Specifications Document (TSD).

Deliverable 7.4: Proof of Acceptance

Contractor personnel shall deliver a Proof of Acceptance form for the C2PC-PS Project Deliverable. This is the final Deliverable for the Customization and Demonstration Phases of this SOW, and will formally document the closure of Phases 1, 2 and 3 of the project.

Summary Review and Final Acceptance Criteria

- Acceptance occurs upon successful delivery of all current revised documentation, and the successful field demonstration of C2PC-PS as defined in the Acceptance Test Plan;

- Documentation - See *Section 3.1 (Document Review Process)* for the Acceptance process and criteria for the above deliverable(s), including delivery of as-needed software patches.

- For the C2PC-PS demonstration for Phase 3, as defined in the Project Control Document and as further detailed in the *Agreement (Section 5.0, Work; Approval)* which satisfies all Acceptance Testing criteria. Also see *Paragraph 3.2 (Deliverables, Summary Reviews and Acceptance Testing)*.

Contractor Responsibilities

- Prepare all Summary Review documentation and Acceptance form for review.

- Completion of all stated Deliverables.

LASD Responsibilities

- Review Contractor's application for Field Demonstration System Acceptance.

Task 8 – Project Closeout

Contractor shall obtain Field Demonstration System Acceptance by LASD (see *Section 2.0, Assumptions, Paragraph 2.5*).

Contractor shall obtain Field Demonstration System Acceptance by providing final form application documentation, and reviewing, with LASD, all documentation and project results, against pre-defined Acceptance criteria for the Project.

Subtasks

Subtask 8.1: Final Form SUM and TSD

Contractor shall draft the final form of both the SUM and TSD (each being final, edited and approved) as one of the criteria for successful Project Closeout.

Subtask 8.2: Project Closeout

Contractor shall participate in the Project Closeout meeting.

Task Deliverables

Deliverable 8.1: SUM and TSD

Contractor shall deliver the final form of both the SUM and TSD (each being final, edited and approved) in the formats specified in *Paragraph 2.2 (General)*.

Deliverable 8.2: Project Closeout Meeting / Proof of Acceptance

Contractor personnel shall conduct a Project Closeout meeting and deliver Proof of Acceptance forms of all Project Deliverables and a completed Project Closeout form. This deliverable is the final deliverable of this SOW and will formally document the closure of the project.

Acceptance Criteria

- Documentation - See *Section 3.1 (Document Review Process)* for the Acceptance process and criteria for the above deliverable(s).

Contractor Responsibilities

- Provide appropriately skilled Technical Support personnel, and;

LASD Responsibilities

- LASD will assign a single-point-of-contact (C2PC-PS Administrator) for Contractor's Technical Support personnel, and;
- Completion of all stated Deliverables.
- Attend Closeout Meeting and sign Proof of Acceptance

2.0 PROJECT ASSUMPTIONS

2.1 General Exclusions

The following additional general exclusions and limitations apply:

- Contractor consulting services are performed during normal business working hours; generally Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding Contractor holidays.

2.2 General

- All deliverable documentation created for this engagement will be made available in both hard copy and electronic format. The electronic format will be Microsoft Office. The engagement planning software used for this engagement is MS Project 2000, and;

2.3 People

- Contractor will, insofar as possible, accommodate the pairing of our implementation resources with the appropriate LASD resources, to facilitate knowledge transfer during implementation. The appropriate hours and resource effort to facilitate this knowledge transfer is up to the discretion and decision of the Contractor Project Manager, contingent on the impact to the overall project schedule.

2.4 Technology

- Any changes in scope to the tasks of the Statement of Work, or inaccuracy in assumptions, will necessitate a change to the Statement of Work and will be handled according to the Change Order Process;

- Contractor is not responsible for data corruption in the baseline data set, or the inability to create baseline data, due to failures outside of Contractor's control. Changes in the project, associated with recovery from such events, will be handled according to the Change Order Process;

- Contractor is not responsible for providing any necessary 3rd party software licenses for the application to be installed except for software provided under this agreement;

- Appropriate physical and administrative access to servers in the current server environment will be provided to the Contractor, as required, and;

- Contractor is not responsible for the provisioning and maintenance of any network components and circuits between the fixed or mobile sites.

2.5 Field Demonstration System Acceptance

- The Field Demonstration System Acceptance Document will be based upon the System Acceptance Test developed and demonstrated in Task 1.

2.6 Client Responsibilities

The following is a list of items that Contractor would like to have addressed by LASD in the Project Control Document:

- Provide the Contractor Project Lead with the current LASD IT organization chart (including Los Angeles County IT organization chart, if relevant), and;

- Within 5 days after contract award, provide two complete systems to Contractor for software development for use at Northrop Grumman's facility to simulate the radio-computer environment. Provide functional operational patrol car systems, to include all equipment necessary to run C2PC-PS software, including GPS receivers, laptop computers, wireless network access and all internal interfaces.

3.0 OTHER CONSIDERATIONS TO BE INCLUDED IN THE PROJECT CONTROL DOCUMENT

3.1 Document Review Process

When Contractor creates documentation, as part of the project, each document deliverable will initially be developed in draft form. The Project Managers may schedule working sessions, inclusive of Contractor and/or LASD personnel, to refine the draft document, as it is written.

When the draft document is complete, the Contractor Project Manager shall submit the initial release document to LASD's Project Manager for review and comment. The LASD Project Manager will be responsible for distributing copies of the initial release document, for LASD internal review. The LASD Project Manager is responsible for consolidating LASD comments and for providing a clearly marked version of the draft document to Contractor's Project Manager. The LASD Project Manager will have seven (7) working days to review and return the consolidated comments to the Contractor Project Manager, unless otherwise agreed to by the parties. Contractor will review and evaluate LASD's comments and respond to them in writing, within seven (7) working days. The LASD comments and Contractor's recommendations will be discussed and integrated into a final version and delivered to LASD's Project Manager within seven (7) working days, unless otherwise agreed to by the parties.

Document Summary Review criteria will be agreed upon in the Project Control Document. County acknowledges that its failure to adhere to the

above-referenced timelines may impact Contractor's ability to complete its obligations under the Agreement within its agreed-to price and in a timely manner and may cause Contractor to file a notice of delay pursuant to *Section 15.0 (Notice of Delay)* of *Exhibit A (Additional Terms and Conditions)* of the *Agreement*.

3.2 Deliverables, Summary Reviews and Acceptance Testing

For the Deliverable [C2PC-PS] requiring Acceptance testing, Contractor and LASD will develop the Acceptance Test Plan ("ATP") which must be mutually agreed upon by the parties and included in the Project Control Document (PCD).

Notwithstanding anything to the contrary set forth in this Statement of Work, the procedures for obtaining County Project Director's approval of each Deliverable, which approval shall be based upon the Summary Review criteria or Acceptance test criteria, as the case may be for each Deliverable, are as set forth in *Section 5.0 (Work; Approval)* of the *Agreement*.

Contractor will notify LASD when the Deliverable is ready for Summary Review or Acceptance testing, as the case may be, and such Review or testing will commence within five (5) business days of such notice. Within five (5) business days after completion of testing, LASD will either sign the Summary Review document or Acceptance report provided by Contractor or, if Contractor was unable to satisfactorily complete the Summary Review criteria or ATP, notify Contractor in writing detailing any failure of the Deliverable to conform to above "Requirements for Deliverables". Within a reasonable time, and pursuant to the conditions outlined in the *Agreement (Section 17.0)*, Contractor will correct any such non-conformance and redeliver the Deliverable for a repeat of the Summary Review or ATP process described above. County acknowledges that its failure to adhere to the above-referenced timelines may impact Contractor's ability to complete its obligations under the Agreement within its agreed to price and in a timely manner, and may cause Contractor to file a notice of delay pursuant to *Section 15.0 (Notice of Delay)* of *Exhibit A (Additional Terms and Conditions)* of the *Agreement*.

ATTACHMENT I

REQUIREMENTS FUNCTIONAL DEFINITIONS

KRATOS GOVERNMENT SOLUTIONS, INC (KGS)

REQUIREMENTS FUNCTIONAL DEFINITION DOCUMENT DRAFT V1.7

COMMAND AND CONTROL PERSONAL COMPUTER-PUBLIC SAFETY modification (aka: C2PC-PS)

VERSION 1.6

A) OVERVIEW

A1) IDENTIFICATION

Category	Detail
Client	C2PC – mobile and fixed-site
Brief Description	Requirements for the automation of the LASD C2 Tactical Activities concurrent with DoD specifications.
Date of Original Request	
Client Requestor/Sponsor	
NGMS/C2PC Software Version	
KGS/NGMS Subject Specialist	TBA / Terry Lottes
KGS/NGMS Relationship Mgr	TBA / Terry Lottes
KGS/NGMS Tracker Reference	
Product or Custom	Product, Customization of,
Priority	

Version	Detail
1.0	Original RFD Draft
1.1	LASD draft – 07-11-06
1.2	LASD draft – 07-13-06
1.3	LASD draft – 09-08-06
1.4	LASD draft – 01-23-07
1.5	LASD draft – 03-06-07
1.6	LASD draf – 08-07-07
1.7	LASD Final – 09-14-07

A2) CONFIRMATION AND APPROVAL

Signature: _____ Signature: _____

NAME: RAUL A. ROSSELL NAME: _____

POSITION VICE PRESIDENT, CONTRACTS POSITION: _____

DATE: _____ DATE: _____

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B) REQUIREMENT SPECIFICATIONS

B1) SUMMARY OF GENERAL REQUIREMENTS

A Statement of Scope from LASD

The need for an efficient and effective automated computer/communications system to effectively manage local law enforcement tactical and emergency operations has long been recognized as a priority need of the Los Angeles County Sheriff's Department. The system must be highly flexible across a myriad of hardware and communications platforms, and must demonstrate flexibility to communicate across multi-jurisdictional lines in various disciplinary languages (jargon).

The Los Angeles County Sheriff's Department (LASD) provides law enforcement for the County of Los Angles, California, and is the regional emergency services coordinator and provider for Los Angeles County and Orange County, California. To accomplish their role of law enforcement and emergency services coordination, LASD provides command and control (C2) over common or interfaced communications to and from fixed sites and patrol vehicles equipped with Mobile Data Terminals (MDT). Kratos Government Solutions, Inc. (KGS) is an engineering, technical, and information technology company providing services and application integration to federal, state, and local government agencies in support of national defense and emergency first responders.

In general the outcome of this Project shall be to:

a. Recommend minimum functional capabilities to meet the mission requirements of LASD. Formulate LASD area-of-responsibility maps (LA County is to provide the map data), and integrate near-real-time patrol vehicle position information based on Geosynchronous Position Satellite (GPS) data;

b. Integrate a newly modified C2PC-Public Safety (PS) software onto the County communication-data system described herein;

c. Participate with KGS, LASD, and the LASD-selected test evaluation Sheriff's Units in the implementation and test support of C2PC- PS.

Objective

The objective of this Project is to establish a modified version of the base United States Marine Corps (USMC) C2PC program as a prototype for the Los Angeles County Sheriff's Department over an approximate 13-month period of performance.

In studying the requirements for a C2 system that meets or exceeds the needs of LASD, KGS identified the Command and Control Personal Computer (C2PC) as a possible solution. C2PC is a C2 application developed by Northrop Grumman Mission Systems (NGMS) for the Department of Defense (DoD). It is successfully deployed and currently in operation for the DoD, the Department of Homeland Security and for the United States Coast Guard.

KGS, in collaboration with NGMS, and they, in turn with the Space And Naval Warfare (SPAWAR) Systems Center San Diego, have been working together under KGS's management with LASD to define the requirements of a C2 system for LASD and conduct a Proof of Concept test to determine if C2PC is a solution. The Proof of Concept test was successfully conducted. LASD has

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decided to continue forward with an evaluation of C2PC and conduct an expanded demonstration of C2PC-PS.

The specific business needs and problems this program will address for LASD emergency operations include the following:

- The lack of a flexible and comprehensive C2 system which captures real-time Geosynchronous Position Satellite data [GPS] for emergency responders;
- The inability to efficiently capture and report site-specific [tactical] activities such as a barricade suspect, a shooting in progress, anti-terror operations or natural disasters;
- The inability to perform real-time queries at any location throughout the jurisdiction using the wireless network infrastructure to acquire basic tactical information;
- The long-term need to seamlessly communicate analog and digital information between various local first-responder disciplines; i.e., law enforcement, fire, medical-paramedical, various public works infrastructure agencies responsible flood control, water works, roads, bridges, etc.;
- The long-term need to seamlessly communicate with various law enforcement and first-responder agencies operating outside the local [County] jurisdiction;
- The long-term need to seamlessly communicate with various state and federal emergency first-responder agencies operating outside the local [County] jurisdiction; i.e., U.S. Coast Guard, U.S. Army, U.S. Army Corps of Engineers, U.S. Navy, California National Guard, etc.

The business problems addressed above are primarily from a functional perspective. From a more technical perspective, County facilities are being upgraded, as required, to current wireless network infrastructure. Through this technical architecture and complete integration with the C2PC application, this project sets a solid foundation for meeting both the known and evolving emergency first-responder business needs of the County.

General Overview of the Business Problem

The increasing sophistication of criminals and terrorists, new international threats to the citizens and infrastructure in Southern California, the need to rapidly exchange information with agencies responding to natural disasters and with newly established homeland security and defense agencies, require that LASD operate a robust C2 and communications system.

The current C2 and communications systems are technologically limited in their capabilities to exchange digital information, speed of communications and capacity. LASD is in the process of upgrading its communications systems to enhance data communications and equip patrol vehicles with mobile data computers. A robust C2 system is required that supports LASD in countering the sophistication of the threat, protects citizens and infrastructure, enhances interoperability with other regional, state, and national agencies, and operates on the communications system that is being installed.

In summary, this system will meet the emergency management needs of LASD by providing a consistent, standardized electronic C2 interface, which possesses greatly improved near real-time data retrieval functionality. Specifically, the system will assist by increasing command responsibility

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knowledge of incidents in near real–time, and simultaneously minimize response times in emergent tactical situations. The system will facilitate the retrieval of real-time GPS-GIS location information utilizing existing global satellite communications links. Through integration with a mobile laptop, the system will also facilitate near real-time inquiries using the wireless network infrastructure to retrieve commonly requested patrol situational information. In the long term, the system will also allow LASD to communicate over a single established common platform across agency jurisdictions and emergency first-responder disciplines using a flexible and comprehensive C2 system.

Because of the challenges inherent in designing and manufacturing a system to meet the varying needs of LASD, it will be necessary to first produce a prototype system. This will allow KGS, NGMS, and LASD to develop and validate the C2PC- PS concepts, receive user feedback, and discuss possible changes to the system.

Phased Approach - Software Modification and Demonstration, General

The LASD C2PC Software Modification and C2PC- PS Demonstration will last approximately 13 months and shall be conducted in three phases as follows:

Phase 1: Contractor shall conduct laboratory software modifications and limited development tests at the NGMS facility in San Diego, with participation from LASD, KGS, and NGMS. A minimum of 2 laptop computers provided by LASD are required. The results of the successful tests of individual software modifications in this phase shall result in the delivery to LASD of an Engineering Release 1 of the C2PC-PS application at the twenty-week point of this phase, and as coordinated by the Program Manager. System testing will be conducted at the LASD facility. This phase will last approximately 7 months.

Phase 2: Contractor shall conduct a fixed-site (two workstations) prototype demonstration, in conjunction with two (2) mobile patrol units. The purpose of this prototype demonstration shall be to define the functionality of C2PC-PS as a C2 system for LASD, and for refining the core C2PC-PS demonstration application modifications, technical integration, interfaces, and operation on the designated LASD wired and wireless communication systems. (edited) Completion of this phase will be defined by the successful installation of the updated C2PC-PS prototype, and the delivery of a system test report. This phase will last approximately 2 months.

Phase 3: Contractor shall successfully load and participate in a field demonstration of up to 50 patrol vehicle mounted computers and 10 fixed site installations; or any combination of up to 60 total installations of sites and/or mobile units (patrol cars) at various LASD facilities in Los Angeles County which will be utilized for the purpose of conducting a large- area, multiple-fixed-site and multiple-patrol-vehicle C2PC-PS demonstration representative of a typical LASD geography, and use of the LASD operational command organization structure. Contractor support shall be provided throughout this phase during normal 5X8 business hours as required. At the end of this phase, the C2PC-PS demonstration software will be provided as a leave behind to LASD under license for demonstration purposes only. No further contractor field support, service, maintenance, demonstration, liability, or warranty provided will be provided under this contract. Additional contractor support will be negotiated under separate tasking and funding. This phase will last approximately 4 months.

Software Requirements, General

To effectively capture the detail of data required for use in a law enforcement-based C2 system, modifications to the base C2PC application are required. The required modifications are both technical

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and cosmetic in nature. Neither type of modification shall diminish the importance of the other; both are required to provide an effective C2PC-PS system communication and data delivery system.

The final delivered C2PC-PS product shall deliver MIL-STD 2525 representations of patrol vehicles against a Los Angeles County map background based on GIS data, and shall feature a customized LASD graphical user interface inclusive of copyrighted logos, colors and graphics. LASD will provide access to Computer-Assisted Dispatch data elements (CAD) which shall be used to create the PS-specific metadata associated with each patrol vehicle represented in C2PC-PS. C2PC-PS shall provide automatic GPS processing on startup and allow the C2PC-PS operator with the most recent position data (a position ping) from an individual vehicle or selected group of vehicles. C2PC-PS shall provide the capability to dynamically maintain a Distribution List, based on active users. New entries will be added to the Distribution Lists when a new user signs on to the LASD CAD. Entries will be deleted from the Distribution List when a user signs off of the LASD CAD. The Distribution List shall support user-definable groups of users.

Finally, the C2PC-PS application shall operate on laptop and fixed-mounted computers with the minimum requirements listed below. C2PC-PS shall not interfere with, nor conflict with, other applications or communications systems on LASD computers. In essence, the application shall be co-operable / interoperable with all existing LASD-deployed applications.

B2) REQUIREMENTS STATEMENTS

The following assumptions form the basis of the requirements detailed in this document:

1. LASD will provide laptop hardware platforms on which to develop and deploy the C2PC-PS application;

2. LASD will provide fully-functional patrol vehicles loaded with a complete and current mobile data communications package;

3. The technology used to create the final metadata elements has not been decided. The technical approach will be finalized during the design phase;

4. The demonstration Phases of the Project may impact LASD's current staffing and workflow procedures. LASD will be responsible for re-engineering business processes that may change as a result of this demonstration;

5. Because of the challenges inherent in designing and manufacturing a system to meet the varying needs of LASD emergency operations, it will be necessary to first produce a demonstration system. This demonstration system will allow both KGS and LASD to develop and validate design concepts, receive user feedback, and discuss possible changes to the system for future engineering releases.

B3) SOFTWARE REQUIREMENTS

GENERAL REQ #1: **Graphical User Interface (GUI) Adaptation:** The C2PC-PS GUI shall be adapted and configured for use at LASD fixed and mobile patrol vehicles.

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FUNCTIONAL REQ #1.1: On application launch, C2PC-PS will display as a Los Angeles County Sheriff's Department application, customized with department logos, colors and graphics, as well as with user-familiar menu options.

The current C2PC GUI shall be modified for 2 different types of use:

1.1.a For fixed-site users the contractor shall modify the current GUI such that it is tailored for Law Enforcement functionality. The current C2PC military functionality shall be removed from the menus.

1.1.b For mobile patrol vehicle installations, the C2PC-PS menus shall be replaced with large buttons for the functions deemed appropriate in the patrol car. The patrol car installations shall have extremely simplified menus such that common actions will require the fewest possible user interactions. The exact menus implemented will be determined in future discussions based on an analysis of needs between the customer and NGMS.

GENERAL REQ#2: Map Data: C2PC-PS shall incorporate geographic information systems (GIS) data provided by LASD for street visualization. This data shall be in a format currently supported by C2PC (i.e., shape format). This may include implementing LASD geographic data files or use of LASD-provided licenses.

FUCTIONAL REQ #2.1: The default C2PC-PS map shall display LA County provided shape data.

2.1.a The default map shall appear upon application start-up centered on the originating unit's location, at natural scale, not requiring user action.

2.1.b The default map shall respond to the current set of C2PC-PS common map commands (zoom, pan, scale, etc.).

2.1.c The LA Shape data shall be rendered as normal C2PC-PS map data, allowing customization of colors and changes of projection.

2.1.d C2PC-PS shall be modified to display street names on the map.

GENERAL REQ#3: Patrol Car Location: C2PC-PS shall display graphical icons on the map which represent LASD patrol vehicles and their respective locations.

FUNCTIONAL REQ#3.1: The patrol vehicle location shall be based upon data in NMEA 0183 format received from customer-provided GPS hardware.

3.1.a The patrol vehicle icons shall be MIL-STD 2525B compliant to ensure interoperability with federal agencies.

3.1.b C2PC-PS shall be able to accept GPS position data from the customer-provided data radio.

3.1.c C2PC-PS shall automatically start processing GPS position data when the C2PC-PS application is started [assumption: GPS hardware is operational and functioning properly].

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3.1.d The GPS positions shall be automatically distributed to other C2PC displays on the same network. This distribution will require no user interaction and shall take place assuming the network is active and the patrol vehicles are running the software. C2PC will be capable of providing smaller groupings of units, at a Station, or adjacent "sister cars", which will be accomplished by user configuration on the local C2PC-PS client software.

GENERAL REQ#4: **Metadata:** C2PC-PS shall incorporate law enforcement-specific metadata associated with each patrol vehicle. This data will be based on information contained in the LASD Computer Assisted Dispatch (CAD) Logon Form. Metadata shall be displayed in form view when the operator selects the icon on the map.

FUCTIONAL REQ#4.1: The contractor shall modify C2PC-PS such that it will acquire metadata files for patrol vehicles from provided LA County CAD data set.

4.1.a C2PC-PS shall automatically associate the patrol vehicle's metadata to the patrol vehicle upon sign-on.

4.1.b The metadata shall be automatically distributed to the parent C2PC gateways and subsequently to other patrol vehicles in that station's area upon logon.

4.1.c Patrol vehicle unit ID shall be displayed next to the associated patrol vehicle icon displayed on the C2PC-PS map as the icon label.

4.1.d Metadata shall be displayed in form view when the operator selects the icon on the map.

4.1.e The CAD logon form shall include, but not be limited to the following:

4.1.e.1 Vehicle Number

4.1.e.2 Officer Name (possibly up to 4- names)

4.1.e.3 Officer IDs (up to 4)

4.1.e.4 Unit ID (always 1) and shift

4.1.e.5 Mobile Radio Number (1)

4.1.e.6 Portable Radio Numbers (up to 4)

4.1.e.7 Shotgun Number (special equipment, free-form text – optional: may or may not be there)

4.1.e.8 Shift time

GENERAL REQ#5: **Gateway MCIP/Directed Broadcast:** The C2PC-PS gateway shall be modified to forward position-location-information (PLI) messages to ip-multicast or directed broadcast addresses.

FUNCTIONAL REQ#5.1: This shall be configurable via the Gateway user interface. This functionality will normally be configured at installation time, and will not need to be regularly accessed by the user.

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5.1.a Assumption: This requirement is needed because the LASD network cannot support directed broadcast, thus changes need to be made to the C2PC gateway.

GENERAL REQ#6: Position Pull: The contractor shall modify C2PC-PS such that from the fixed-site configuration the software shall allow the operator to query the most recent position data (a position ping) of an individual patrol vehicle or selected group of patrol vehicles, if their C2PC client is connected to that parent (or associated) C2PC-PS gateway. All fixed and mobile locations will be capable of configuring their C2PC-PS programs to automatically display and view all or selected patrol units reporting their position and other information, through configuration of their client C2PC-PS software program.

FUNCTIONAL REQ#6.1: From the fixed-site configuration, C2PC-PS shall allow the operator to query the most recent position data (a position ping) of an individual patrol vehicle or selected group of patrol vehicles, if their C2PC-PS client is connected to that parent (or subordinate) C2PC gateway.

6.1.a The user shall be able to right-click a patrol vehicle icon or group of icons from any client and select a position pull menu option.

6.1b The user shall be notified if the patrol vehicle cannot be found on the network.

GENERAL REQ#7: Active User Lists: C2PC-PS shall provide the capability to dynamically maintain an Active User List. New entries will be added to the distribution List when a new user signs on. Entries will be deleted from the Distribution List when a user signs off.

FUCTIONAL REQ#7.1: C2PC-PS shall provide a user interface to view an Active User List. A new entry shall be automatically added to the Active User List when a new user signs on to the CAD system. An entry shall be automatically removed from the Active User List when user signs off of the CAD system.

The user interface shall display data elements from the CAD sign-on form for each active user.

7.1.a	Unit ID
7.1.b	Terminal ID
7.1.c	Vehicle ID
7.1.d	Deputy ID (up to 4)
7.1.e	Deputy Name; Last, First, Middle Initial (up to 4)

GENERAL REQ#8: Auto-Start: C2PC-PS application launch shall require no additional operator action.

FUNCTIONAL REQ#8.1: Single log-on feature: User shall only be required to sign on to MDC-CAD. C2PC shall launch automatically. The launch procedure will be designed by contractor in consultation with LASD to invoke C2PC-PS on the mobile digital computer.

GENERAL REQ#9: Application Interoperability/Co-Operability: C2PC-PS shall operate on LA county provided hardware and not interfere nor conflict with other applications running on it.

FUNCTIONAL REQ#9.1: Minimum System Requirements: C2PC-PS shall operate on laptop and fixed-mounted computers with the following minimum configuration:

9.1.a	Operating System: Windows 2000 or XP
9.1.b	Processor Speed: Pentium 4 1.1 GHz or faster

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9.1.c	Random Access Memory (RAM): 512 MB Ram
9.1.d	Hard Disk Capacity: 40 gigabytes
9.1.e	Screen Resolution (pixels): 1024 X 768
9.1.f	Connectivity: USB support
9.1.g	Standard IP Protocol network connectivity

(Note: Computers may not be equipped with on-board CD/DVD-ROM.)

These hardware requirements are based upon the minimum C2PC-PS performance specification.

FUNCTIONAL REQ#9.2: C2PC-PS installation shall be tested for interoperability with the other applications on the LA County provided hardware.

9.2.a Assumption 1. LASD will provide all information regarding existing and proposed future applications to be deployed on mobile digital computer systems, laptops and fixed-mounted computer workstations, including the applications' respective versions.

9.2.b Assumption 2: LASD will define the specific application configurations that must be supported by C2PC-PS. Specific application configurations have not been discussed in detail. NGMS successfully demonstrated basic capabilities using LASD hardware in late 2004 or early 2005. Project assumptions are that LASD application configurations remain similar at this time.

9.2.c Assumption 3: LASD will provide software licenses for operating all other software applications that will be loaded on the systems with C2PC-PS.

B4) Impact Analysis

C2PC-PS will be a prototype system making no modifications to a currently implemented system, therefore having nothing to impact.

Changes to any of the requirements could impact the cost of implementing the system.

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B5) PRIORITY

All numbered requirements statements from section B3) have been ranked for their importance (HIGH, MEDIUM or LOW) in being included in this project, as follows:

Requirement	Rating
Functional Requirement # 1.1	X
Functional Requirement # 1.1.a	HIGH
Functional Requirement # 1.1.b	HIGH
Functional Requirement # 2.1	X
Functional Requirement # 2.1.a	HIGH
Functional Requirement # 2.1.b	HIGH
Functional Requirement # 2.1.c	HIGH
Functional Requirement # 2.1.d	HIGH
Functional Requirement # 3.1 (All Sub Items)	LOW
Functional Requirement # 4.1	X
Functional Requirement # 4.1.a	HIGH
Functional Requirement # 4.1.b	HIGH
Functional Requirement # 4.1.c	HIGH
Functional Requirement # 4.1.d	HIGH
Functional Requirement # 4.1.e	HIGH
Functional Requirement # 5.1	X
Functional Requirement # 5.1.a	HIGH
Functional Requirement # 6.1	X
Functional Requirement # 6.1.a	HIGH
Functional Requirement # 6.1.b	HIGH
Functional Requirement # 7.1	MEDIUM
Functional Requirement # 8.1	HIGH
Functional Requirement # 9.1 (all sub items)	HIGH

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Figure 1. Start-Up/Logon Sequence Diagram

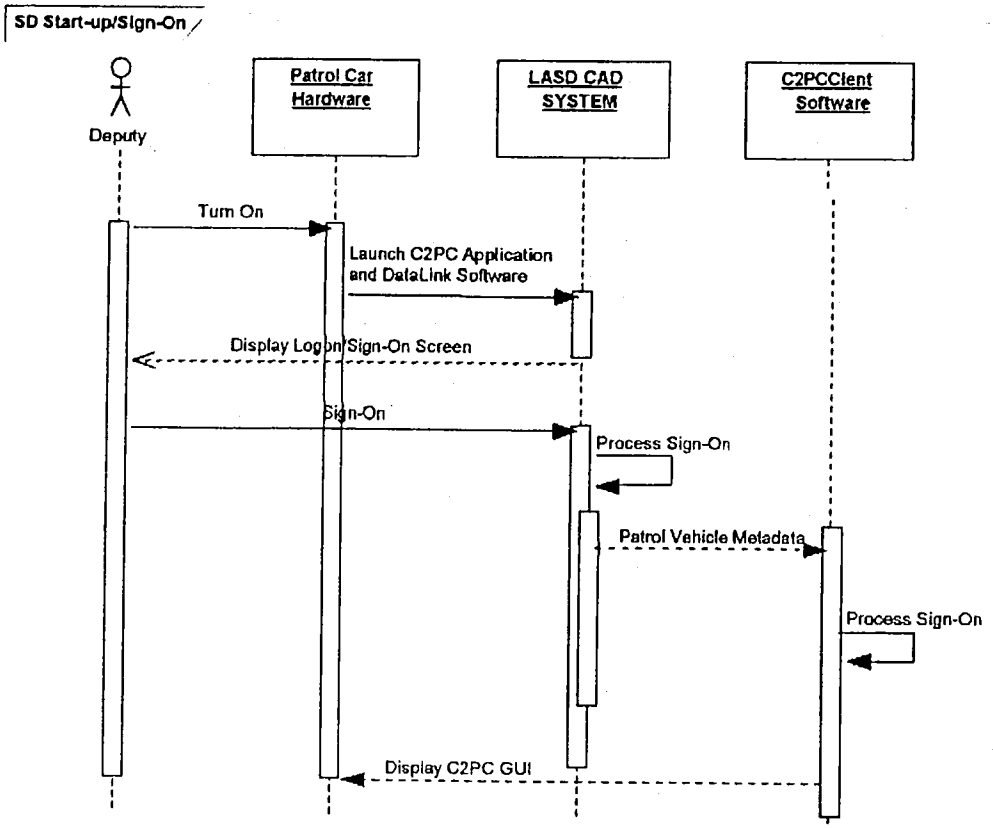

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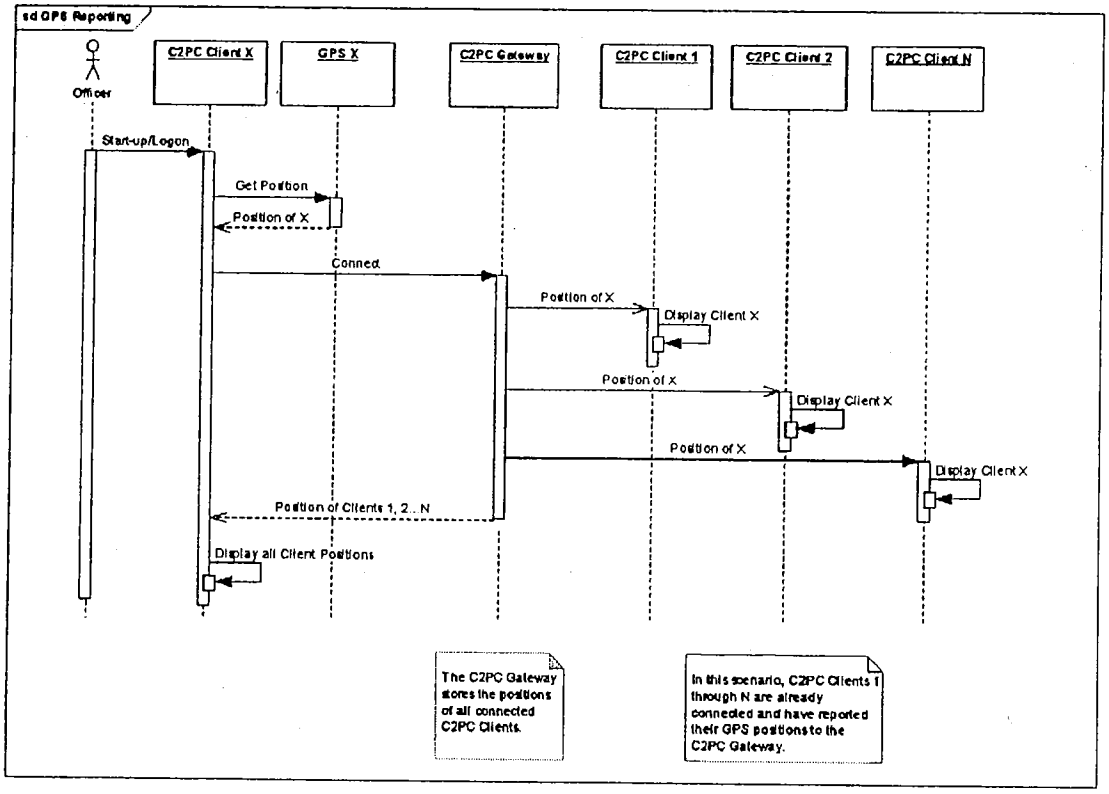
Figure 2. GPS Reporting Sequence Diagram



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ATTACHMENT II

Severity Level Definitions

Severity 1 – (Critical) Severe with no workaround

The defect is such that critical command and control functionality is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.

Severity 2 – (Severe) Severe with workaround

Defects make it difficult to complete a significant command/control function. Workarounds to complete the command/control function exist, but are impractical on a continuing basis.

Severity 3 – (Minor)

The System Software is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function, but do not cause the major function to be totally inoperative.

Severity 4 – (Cosmetic)

This severity level represents cosmetic defects that do not affect the functionality, but do affect the general look and feel of the System Software. This deficiency may cause the System Software, or a component thereof, to be non-compliant with the Requirements Functional Definitions document.

ATTACHMENT III

FIXED SITE INSTALLATION

DIRECTORY OF IDENTIFIED FIXED SITES

ATTACHMENT III
LASD DIRECTORY OF SITES

Captain Joe L. Gutierrez
Altadena Station (ALD)
780 E. Altadena Dr.
Altadena, CA 91001
(626) 798-1131
(626) 798-5244 Fax
Thomas Guide 536, A-5

Lieutenant Patrick B. Hunter
Avalon Station (AVA)
215 Sumner Ave.
P.O. Box 1551
Avalon, CA 90704
(310) 510-2360
(310) 510-2994 Fax

Captain Todd S. Rogers
Carson Station (CAS)
21356 S. Avalon Blvd
Carson, CA 90745
(310) 830-1123
(310) 522-0118 Fax
Thomas Guide 734, E-6

Captain Steven M. Roller
Century Station (CEN)
11703 S. Alameda St.
Lynwood, CA 90262
(323) 567-8121
(323) 357-5083 Fax
Thomas Guide 704, H-6

Captain Daryl Evans
Cerritos Station ( )
18135 Bloomfield Ave.
Cerritos, CA 90703
(562) 860-0044
(562) 916-1379 Fax
Thomas Guide 767, A-1

Captain Eric K. Hamilton
Compton Station (CPT)
301 S. Willowbrook Ave.
Compton, CA 90220
(310) 605-6500
(310) Fax
Thomas Guide 734, J-4

Captain Timothy W. Peters
Crescenta Valley Station (CVS)
4554 N. Briggs Ave.
La Crescenta, CA 91214
(818) 248-3464
(818) 249-2791fax
Thomas Guide 534, H-1

Captain Marilyn E. Baker
East Los Angeles Station (ELA)
5019 E. 3rd St.
Los Angeles, CA 90022
(323) 264-4151
(323) 267-6379 fax
Thomas Guide 635, G6

Captain Michael W. Smith
Industry Station (IDT)
150 N. Hudson Ave.
City of Industry, CA 91744
(626) 330-3322 or
(909) 595-3649
(626) 333-9154 Fax
Thomas Guide 638, C-7

Captain David L. Fender
Lakewood Station (LKD)
5130 N. Clark Ave.
Lakewood, CA 90712
(562) 623-3500
(562) 623-3609 Fax
Thomas Guide 766, B-3

Captain Carl H. Deeley
Lancaster Station (LCS)
501 W. Lancaster Blvd
Lancaster, CA 93534
(661) 948-8466
(661) 723-2438 Fax
Thomas Guide 4015, H-5

Captain Kevin A. Goran
Lennox Station (LNX)
4331 Lennox Blvd
Inglewood, CA 90304
(310) 671-7531
(310) 671-4197 Fax
Thomas Guide 703, D-6

Captain Jay E. Zuanich
Lomita Station (LMT)
26123 S. Narbonne Ave.
Lomita, CA 90717
(310) 539-1661
(310) 534-0318 Fax
Thomas Guide 793, G-6

Captain Thomas G. Martin
Malibu-Lost Hills Station (LHS)
27050 Agoura Rd
Calabasas, CA 91301
(818) 878-1808
(818) 880-5209 Fax
Thomas Guide 558, F-7

Captain Mary D. Campbell
Marina del Rey Station (MDR)
13851 Fiji Way
Marina del Rey, CA 90292
(310) 823-7762
(310) 574-3296 Fax
Thomas Guide 702, B-1

Captain Ralph J. Webb
Norwalk Station (NWK)
12335 Civic Center Dr.
Norwalk, CA 90650
(562) 863-8711
(562) 864-1817 Fax
Thomas Guide 736, J-1

Captain John M. Witt
Palmdale Station (PLM)
750 E. Avenue Q
Palmdale, CA 93550
(661) 272-2400
(661)
Thomas Guide

Captain Michael J. Rothans
Pico Rivera Station (PRV)
6631 S. Passons Blvd
Pico Rivera, CA 90660
(562) 949-2421
(562) 949-5957 Fax
Thomas Guide 676, F-6

Captain James B. Curtis
San Dimas Station (SDM)
270 S. Walnut Ave.
San Dimas, CA 91773
(909) 450-2700
(626) 332-1184 or
(909) 599-1261
(909) 599-7312 Fax
Thomas Guide 600, C-2

Captain Patti A. Minutello
Santa Clarita Valley Station (SCT)
23740 W. Magic Mountain Parkway
Valencia, CA 91355
(661) 255-1121
(661) 287-3641 Fax
Thomas Guide 4550, F-3

Captain Richard W. Shaw
Temple Station (TEM)
8838 E. Las Tunas Dr.
Temple City, CA 91780
(626) 285-7171
(626) 286-4342 Fax
Thomas Guide 596, H-3

Captain Michael K. Kwan
Walnut/Diamond Bar Station (WAL)
21695 E. Valley Blvd
Walnut, CA 91789
(626) 913-1715 or
(909) 595-2264
(909) 594-3169 Fax
Thomas Guide 639, J-6

Captain David J. Long
West Hollywood Station (WHD)
720 N. San Vicente Blvd
West Hollywood, CA 90069
(310) 855-8850
(310) 659-4589 Fax
Thomas Guide 592, H-6

ATTACHMENT III
LASD DIRECTORY OF SITES
(cont'd)

Captain Richard A. Adams
Communications & Fleet Management Bureau
1277 N. Eastern Ave.
Los Angeles, CA 90063
(323) 881-8001

Captain Eric G. Parra
Emergency Operations Bureau
Department Operations Center
1275 N. Eastern Avenue
Los Angeles, CA 90063
(323) 980-2201

Captain Patrick J. Jordan
Transit Services Bureau North
One Gateway Plaza
Los Angeles, CA 90012
(213) 922-3560

Captain Jacques "Anthony" LaBerge
Transit Services Bureau South
2000 E. Imperial Hwy
Los Angeles, CA 90059
(323) 563-5082

EXHIBIT C

PRICE

C2PC-PS Customization and Demonstration Project

County of Los Angeles, Sheriff
Project No: 299SH
Contractor: Kratos Government Solutions, Inc.

EXHIBIT C

September 27, 2007

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
4700 Ramona Boulevard
Monterey Park, California 91754

SUBJECT: PRICE and MLR
C2PC-PS Customization and Demonstration Project

1. Contact Personnel who are authorized to represent Kratos Government Solutions, Inc.

   A. RAUL ROSSELL, V.P. Contracts

   B. RONALD KOMAR, Purchasing Manager

   C. MARCUS GRAVES, Contracts Manager

2. Contractor's Time & Materials (T&M) Consulting Fee – Maximum Labor Rate Per Hour (MLR) shall be **$71.50**.

3. Authorized Subcontractor's Fee (Northrop Grumman Space and Mission Systems Corp.) for Work under this Agreement shall be paid on a T&M basis, and in no event shall exceed **$868,922.34**.

4. The total Price for all Work specified under this Agreement, as outlined in the *Agreement, Section 8.0 (Prices and Fees)*, shall not exceed **$947,228**.

Signed _____

Print Name **RAUL A. ROSSELL**

Title **VICE PRESIDENT, CONTRACTS**

Date 9/28/2007

EXHIBIT D

TECHNICAL EXHIBITS

C2PC Customization and Demonstration Project

EXHIBIT D
TECHNICAL EXHIBITS

TABLE OF CONTENTS

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D2	PERFORMANCE REQUIREMENTS SUMMARY CHART	2

TECHNICAL EXHIBT D1

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT D2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
SOW: Subtask 1.1, PCD	Contractor shall deliver PCD within 30 days of contract start.	Inspection & Observation
SOW: Subtask 1.2, Monthly Status Reports	Contractor shall provide monthly status reports throughout the Term of the Project.	Inspection & Observation
AGMT: Section 5.0, Work; Approval	Contractor shall submit a fully executed Phase-Task/Deliverable Summary Review form for each Deliverable identified in the SOW.	Inspection & Observation
AGMT: Paragraph 9.3, Invoices and Payments, Detail	Contractor shall submit a fully executed Phase-Task/Deliverable Summary Review form for each invoice submitted for payment.	Inspection & Observation
Exhibit A: Paragraph 35.2, Identification	Contractor employees providing services shall wear identification badges at all times while conducting business at Sheriff's facilities.	Observation

EXHIBIT E

INVOICE DISCREPANCY REPORT

C2PC-PS CUSTOMIZATION AND DEMONSTRATION PROJECT
INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Project Director

   Today's Date:_____

   Contractor:_____**KRATOS GOVERNMENT SOLUTIONS, INC.**_____

   Phone Number:_____

   Date of Subject Invoice: _____

   Description of Issues with Subject Invoice:

   _____

   _____

   _____

   Signed: _____ Date: _____
   County Project Manager (CPM)

2. **REVIEWED**:

   Signed: _____ Date: _____
   County Project Director (CPD)

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

   Date received from CPD: _____

   Explanation regarding Issues with Subject Invoice: _____

   _____

   _____

   Corrective Action Taken: _____

   _____

   _____

   Signed:_____ Date:_____
   Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

   _____

   _____

   _____

5. Approved by **COUNTY**:

   _____ Date: _____

   _____ Date: _____

6. Contractor Notified on_____ (Date)

INSTRUCTIONS
CPM Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.
Copy LASD [Master Contract File]

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F CONTRACTOR'S EEO CERTIFICATION

G CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT F

CONTRACTOR'S EEO CERTIFICATION

KRATOS GOVERNMENT SOLUTIONS, INC.
Contractor Name

4810 Eastgate Mall Way, San Diego, California 92121
Address

33-0431623
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☒	No ☐
2	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☒	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☒	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☒	No ☐

JAN PEREZ, DIRECTOR OF HUMAN RESOURCES
Authorized Official's Printed Name and Title

Jan Perez
Authorized Official's Signature

9-17-07
Date

CONTRACT WITH

KRATOS GOVERNMENT SOLUTIONS, INC. FOR C2PC-PS CUSTOMIZATION AND DEMONSTRATION PROJECT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

KRATOS GOVERNMENT SOLUTIONS, INC.
CONTRACTOR NAME

Contract No. _____

Employee Name Marcus Gonzalez

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer MG

Contractor Name **KRATOS GOVERNMENT SOLUTIONS, INC.** Contract No. _____

Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 9/27/04

PRINTED NAME: James Grimes

POSITION: Contracts Manager

CONTRACT WITH

KRATOS GOVERNMENT SOLUTIONS, INC. FOR C2PC-PS CUSTOMIZATION AND DEMONSTRATION PROJECT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

KRATOS GOVERNMENT SOLUTIONS, INC.
CONTRACTOR NAME

Contract No. _____

Employee Name Paul Russell

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name **KRATOS GOVERNMENT SOLUTIONS, INC.** Contract No. _____

Employee Name Karl Kessell

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 9/20/07

PRINTED NAME: Karl Kessell

POSITION: Vice President, Contracts

CONTRACT WITH

KRATOS GOVERNMENT SOLUTIONS, INC. FOR C2PC-PS CUSTOMIZATION AND DEMONSTRATION PROJECT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

KRATOS GOVERNMENT SOLUTIONS, INC.
CONTRACTOR NAME

Contract No. _____

Employee Name DAVID C. MAEHREN

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer DCM

Contractor Name **KRATOS GOVERNMENT SOLUTIONS, INC.** Contract No. _____

Employee Name DAVID C. MAEHREN

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: David C Maehren DATE: 09/25/07

PRINTED NAME: DAVID C. MAEHREN

POSITION: PROGRAM MANAGER

CONTRACT WITH

KRATOS GOVERNMENT SOLUTIONS, INC. FOR C2PC-PS CUSTOMIZATION AND DEMONSTRATION PROJECT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

KRATOS GOVERNMENT SOLUTIONS, INC.
CONTRACTOR NAME

Contract No. _____

Employee Name Jack E. Godwin

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name **KRATOS GOVERNMENT SOLUTIONS, INC.** Contract No. _____

Employee Name Jack E. Godwin

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Jack E. Godwin DATE: 09/18/07

PRINTED NAME: JACK E. GODWIN

POSITION: PROGRAM DIRECTOR

CONTRACT WITH

KRATOS GOVERNMENT SOLUTIONS, INC. FOR C2PC-PS CUSTOMIZATION AND DEMONSTRATION PROJECT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

KRATOS GOVERNMENT SOLUTIONS, INC.
CONTRACTOR NAME

Contract No. _____

Employee Name Ronald J. Komar

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer

Contractor Name **KRATOS GOVERNMENT SOLUTIONS, INC.** Contract No. _____

Employee Name Ronald J. Komar

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 9/17/2007

PRINTED NAME: Ronald J. Komar

POSITION: Corporate Purchasing Manager.

EXHIBIT H

PHASE-TASK/DELIVERABLE SUMMARY REVIEW FORM

PROJECT: PHASE:
DELIVERABLE #

PROJECT IDENTIFICATION[1]

Contract Number and Date:

Contractor Name **KRATOS GOVERNMENT SOLUTIONS**

Date Submitted:

Summary Review Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

TASK/DELIVERABLE REVIEW INFORMATION (If appropriate, information for multiple Tasks/Deliverables may be included for approval on a single acceptance form.)

T/Deliverable #	T/Deliverable Date:
T/Deliverable Name:	
T/Deliverable Definition:	
T/Deliverable Summary Review Status:	

T/Deliverable Definition: A detailed definition of each Deliverable with respect to which the Task/Deliverable Summary Review is being submitted, as such Deliverable is described in the Statement of Work and the PCD.
Summary Review Status: For each Deliverable being presented, provide a Summary Review of status, objectives met or not met, impact on Project schedule and/or other criteria for Review as set forth in the PCD.

[1] Capitalized terms used in this Phase-Task/Deliverable Summary Review have the meanings given to such terms in the Agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

CERTIFICATION BY CONTRACTOR:

By its signature below, Contractor hereby certifies to County that as of the date of this Phase-Task/Deliverable Summary Review, it has satisfied or is in the process of satisfying all conditions precedent in the Agreement, including the Exhibits thereto to the completion of each Phase and related Tasks and that the Summary Review provided herein satisfies the Review criteria applicable to such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of each Phase, and related Tasks and Deliverables has been completed, or is in a state of completion such as described in this Summary Review, in accordance with Exhibit B (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: _____ Date: _____
Contractor Project Director

COUNTY REVIEWER INFORMATION

Reviewer 1

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

Reviewer 2

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

COUNTY APPROVER INFORMATION

Approver Name: Role: County Project Director

Deliverable Name:

Action Approve: Reject:

Approver Comments:

Approver Signature:_____ Date:
County Project Director

EXHIBIT I

FINAL SUBCONTRACT

SUBCONTRACT AGREEMENT

BY AND BETWEEN

KRATOS GOVERNMENT SOLUTIONS, INC.,

A DIVISION OF KRATOS DEFENSE AND SECURITY SOLUTIONS, INC., A DELAWARE CORPORATION

AND

NORTHROP GRUMMAN SPACE AND MISSION SYSTEMS CORPORATION

OPERATING THROUGH ITS

DEFENSE MISSION SYSTEMS DIVISION, AN OHIO CORPORATION

Subcontract Agreement

Recitals

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of September 21, 2007 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof, this "Agreement"), is entered into between Kratos Government Solutions, Inc., a division of Kratos Defense and Security Solutions, Inc., a Delaware corporation("KGS"), and Northrop Grumman Space and Mission Systems Corporation, operating through its Defense Mission Systems Division, an Ohio corporation("NGMS"), and is made in reference to that certain Command and Control Personal Computer for Public Safety (C2PC-PS) Customization and Demonstration Project Agreement for Los Angeles County Sheriff's Department, dated as of October 2007 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions hereof, this "Prime Agreement"), between KGS and the County of Los Angeles ("County"). Capitalized terms used herein without definition have the meanings given to such terms in the Prime Agreement.

WHEREAS, County and KGS have entered into the Prime Agreement pursuant to which KGS, in its capacity as "Contractor" thereunder, will provide certain Work under as defined in the Prime Agreement;

WHEREAS, KGS desires to engage NGMS to provide a subset of such Work, the scope of which Work is further described in the Statement of Work for the Customization Services and subsequent licensing of the C2PC-PS Demonstration Software Application to County, between NGMS and KGS (collectively as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms and conditions of each thereof, the "NGMS-KGS SOW"); and

WHEREAS, KGS and NGMS desire to set forth below the terms and conditions under which NGMS will perform the Work described in the NGMS-KGS SOW and to make County a third party beneficiary of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is acknowledged, KGS and NGMS agree as follows:

1.0 Incorporation Terms and Conditions of the Prime Agreement

1.1 KGS and NGMS agree that, to the extent of and with respect to NGMS's performance of C2PC software customization services, constituting Work under the Prime Agreement, including *Exhibit A (Additional Terms and Conditions)* to the Prime Agreement, whether such performance is pursuant to this Agreement or the NGMS-KGS SOW:

1.1.1 NGMS and KGS shall be bound by the terms and conditions set forth in the Prime Agreement as of the effective date of the Prime Agreement, including all exhibits, schedules and appendices thereto, as if NGMS were the "Contractor" under the

Prime Agreement and KGS were "County" under the Prime Agreement, such terms and conditions of the Prime Agreement being incorporated by this reference as if set forth herein except that (i) the scope of work to be performed by NGMS shall be solely as set forth in the NGMS-KGS SOW, (ii) the amount of any payments paid or payable to NGMS for the performance of such Work shall be as set forth in the NGMS-KGS SOW, (iii) the payment process for the payments described in (ii) above shall be solely as set forth in the NGMS-KGS SOW, (iv) with regard to *Section 14.0 (Ownership; License)* of the Prime Agreement, ownership of copyright rights in all Service Deliverables created under the Statement of Work (as defined in the Prime Agreement) shall vest in NGMS, and the County shall receive license rights to the C2PC-PS software as set forth in the Software Evaluation Agreement and perpetual, irrevocable, transferable license rights to use all other Service Deliverables for County public safety and law enforcement purposes;

1.1.2 With respect solely to those terms and conditions of *Exhibit A (Additional Terms and Conditions)* of the Prime Agreement set forth on *Schedule I* hereto, NGMS further agrees to be bound by such terms and conditions directly to County as if NGMS were the "Contractor" under the Prime Agreement, and County shall have all of the rights and remedies under the Prime Agreement of "County" under the Prime Agreement.

1.1.3 Except with respect to the exceptions set forth in *Paragraph 1.1* above, in the event of any conflict or inconsistency between the terms and conditions of (i) the Prime Agreement or any exhibit, schedule or appendix thereto (including as amended pursuant to *Paragraph 1.2* below) and (ii) the NGMS-KGS SOW, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Prime Agreement and any exhibits, schedules, or appendices thereto, and then to the terms and conditions of the NGMS-KGS Subcontract. **Notwithstanding the foregoing, the Software Evaluation Agreement entered into between NGMS and the County shall take precedence over both the Prime Agreement and the Subcontract with respect to any issues relating to the County's use of the demonstration C2PC-PS software arising after completion of Phase II (Task 5) of the Exhibit B Statement of Work.** Notwithstanding any other provision under the Prime Contract Agreement or Subcontract Agreement, all changes to the Prime Agreement of a contractual nature, and those changes of a technical nature that affect NGMS's scope of work in any way, shall be pre-approved by Northrop Grumman prior to KGS acceptance of such changes under its Prime Agreement with LASD.

2.0 Agreement Regarding Products and Maintenance and Technical Support Services.

KGS will be acquiring from NGMS certain baseline software products, the components and aggregate of which are identified in the Prime Agreement as the Command and Control Personal Computer ("C2PC") base software application, and in its final customized form, the Command and Control Personal Computer for Public Safety

("C2PC-PS") demonstration software application, and product upgrades therewith (collectively; "Products"), along with Maintenance and Technical Support Services ("Support Services") for said Products, to be provided to County under the Prime Agreement. KGS shall acquire these Products under its separate reseller agreement with NGMS. The Support Services associated with these Products shall also be acquired by KGS under its separate reseller agreement with NGMS; provided, however, that NGMS agrees to provide such Support Services on behalf of KGS to County in accordance with *Section 13.0 (Maintenance and Technical Support Services)* of the Prime Agreement. For the avoidance of doubt, any amendment of this Agreement will not amend the terms incorporated herein unless agreed to in a Change Order between KGS and NGMS, and approved by County.

3.0 County as Third Party Beneficiary.

KGS and NGMS understand and agree that this Agreement is entered into for the benefit of County and that County expressly is made a third party beneficiary of this Agreement. Accordingly, at any time, and from time to time, County may compel KGS to enforce against NGMS and on County's behalf, any and all rights and remedies KGS may have with respect to NGMS's breach of this Agreement.

4.0 Representations and Warranties.

Each party represents and warrants to the other party (and to County as third party beneficiary under this Agreement) that this Agreement and the NGMS-KGS SOW have been duly authorized, executed, and delivered by such party, and that such party has all necessary corporate power and authority to enter into this Agreement and the NGMS-KGS SOW and to perform its respective obligations under each such agreement. Each party additionally represents and warrants to the other party (and to County as third part beneficiary under this Agreement) that each of this Agreement and the NGMS-KGS SOW constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

5.0 Amendments.

Notwithstanding anything to the contrary in this Agreement: (a) no amendment, modification, termination or waiver of any provision of this Agreement shall be effective unless the same shall be in writing, Signed by KGS and NGMS, and approved by County; (b) no amendment or modification to the Prime Agreement between the County and KGS shall amend the terms of this Agreement unless the same shall be agreed to in a Change Order between KGS and NGMS; and (c) no amendment or modification to the documents comprising the NGMS-KGS-SOW shall amend the terms of this Agreement unless the same shall be agreed to in a Change Order between KGS and NGMS.

6.0 Assignment.

Neither party may assign its rights and obligations under this Agreement or NGMS-KGS SOW without prior written consent of the other party and prior written acknowledgement of County.

7.0 Effect on Prime Agreement.

With respect to NGMS and KGS, nothing contained herein shall be construed as amending or modifying in any fashion, any term or condition set forth in the Prime Agreement or any exhibit, schedule or appendix thereto. KGS expressly ratifies and affirms its rights and obligations under the Prime Agreement.

8.0 Counterparts.

This Agreement may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.

9.0 Entire Agreement.

This Agreement, the NGMS-KGS SOW, and any and all exhibits, schedules and appendices to all of them constitute the complete and exclusive statement of understanding between the parties and with County which supercedes all previous agreements, written or oral, and all communications directly relating to the subject matter of this Agreement.

10.0 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within that State.

11.0 Invoices and Payments

11.1 Approval of Time and Materials (T&M) Invoices

All Subcontractor T&M monthly invoices must be submitted to the Contractor and be compliant with the requirements defined in the Agreement, Section 9.3 as stated below.

11.2 Detail. Each invoice submitted by Contractor shall include:

11.2.1 the total hours T&M labor for providing all Tasks, Subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) for which payment is claimed, including status report – within budget – a copy of the fully executed Phase-Task/Deliverable Summary Review form(s)

evidencing County Project Director's review of such Work, and the amount of payment therefor;

11.2.2 for air travel, lodging, meals, mileage and any other incidental expenses permitted under the Agreement, as incurred during the invoice billing period; and

11.2.3 the applicable Holdback Amount (see Paragraph 9.4) and the cumulative Holdback Amount accrued under the Agreement.

Submit the invoices to the following address:

Kratos Government Solutions, Inc.
4810 Eastgate Mall
San Diego, CA 92121
Attention: Accounts Payable

with a copy to:

Kratos Government Solutions, Inc.
4810 Eastgate Mall
San Diego, CA 92121
Attention: Marcus Graves

The contractor will process the invoices for approval as defined in the Agreement, Section 9.0. Payment to the Subcontractor will be remitted ten (10) days after receipt of payment by the customer but no later than net 45 days from Contractors date of receipt of invoice.

If deficiencies are identified as defined in the Agreement, Section 10, or the customer withholds payment as defined in the Agreement, Section 9.5, then the Subcontractor will have three (3) days after receipt of the Invoice Discrepancy Report to resolve the dificiencies and submit the response to the Contractor.

11.2 Holdbacks

The Contractor will hold back ten percent (10%) of the dollar amount of each invoice (the "Holdback Amount"), approved by the County, including invoices for Change Orders. The aggregate Hold Back Amount will be paid to the Subcontractor by the Contactor ten (10) days after Contractor receipt of payment from the Customer and following Project Closeout as detailed in the Agreement Subparagraph 5.3.4, subject to adjustment for any amounts owed to the County by the Subcontractor, including any amount arising from Paragraph 9.5 (Invoice Discrepancy Report), Paragraph 9.7 (County's Right to Withhold), and any partial Termination of any Task, Subtask, or Deliverable set forth in the Subcontract Statement of Work.

12.0 NOTICE OF DELAY

12.1 In the event Subcontractor determines at any alleged failure, delay, or inadequacy of performance by County or Contractor and of any of Contractor's obligations hereunder may prevent or tend to prevent Subcontractor from completing any of Subcontractors obligations in a timely manner or may cause or tend to cause Subcontractor to incur additional or unanticipated costs or expenses, Subcontractor shall promptly following such determination (and without limiting Subcontractor's obligation of prompt notification, in any event within two (2) days following such determination), notify Contractor in writing, which notice shall specify in reasonable detail: (a) any alleged failure, delay, or inadequacy of performance by County and (b) to the best knowledge of Subcontractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Subcontractor's obligations, including any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred (a "Notice of Delay").

12.2 Such Notice of Delay, if timely filed, shall be treated as a request by Subcontractor for a Change Order or an amendment to the Agreement, as applicable pursuant to Section 6.0 Change Orders and Amendments) of the Agreement. In the event the Subcontractor fails to notify the Contractor in writing of any alleged failure, delay, or inadequacy of performance of any of Contractor's obligations in a timely manner as set forth in this Section 12.0 Notice of Delay , Subcontractor shall not be entitled to rely upon such alleged failure, delay, or inadequacy of performance for any purpose whatsoever, including as purported justification for either: (i) claiming that Subcontractor is entitled to receive any additional payments from Contractor hereunder or (ii) failing to fulfill any of Contractor's obligations in a timely manner. This Section 12.0 Notice of Delay shall not be interpreted or construed as expanding in any manner the financial obligations of Contractor under the Subcontract.

13.0 Liquidated Damages

13.1 If the County determines that there are deficiencies in the performance of Task 7 (C2PC-PS Field Demonstration System Acceptance) of Subcontract Statement of Work of this Subcontract the County deems are correctable by the Subcontractor over a certain time span, the Contractor will provide a written notice to the Subcontractor to correct the deficiency within (30) calendar days unless a longer correction period is mutually agreed upon by the parties and is approved by the customer.

13.2 Should the Subcontractor fail to correct Task 7 deficiencies within said time frame, the parties agree that the Contractor will suffer actual damages and that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from said failure. Accordingly, the parties hereby agree that a reasonable estimate of such damages shall not exceed the amount of $42,022.80 of the total subcontract price.

The $42,022.80 of the Subcontract price shall be deducted from the Contractor's payment to the Subcontractor.

13.3. The action noted in this paragraph shall not be construed as a penalty, but as an adjustment of payment to the Subcontractor to recover the Contractor cost due to the failure. The parties agree that liquidated damages if assessed, shall constitute the Contractor's sole remedy for Task 7 deficiencies. Finally, the parties hereby agree that nothing in this provision shall bar Subcontractor from charging for work on a T&M basis during the liquidated damages period provided that the Contract's funding ceiling has not been exceeded.

14. Insurance

The Subcontractor shall have the same insurance coverage as is required by the Contractor defined in Exhibit A, Section 13. The Subcontractor shall provide proof of the insurance as defined in Exhibit A, Section 13 to the Contractor five (5) days prior to beginning work on the subcontract.

SUBCONTRACT AGREEMENT TO

COUNTY AGREEMENT DATED OCTOBER 2007

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have caused this Agreement to be subscribed by their duly authorized officers on the day, month and year first above written.

CONTRACTOR

KRATOS GOVERNMENT SOLUTIONS, INC.

By_____

Name:
Title:

SUBCONTRACTOR

NORTHROP GRUMMAN SPACE AND MISSION SYSTEMS CORPORATION – DEFENSE MISSION SYSTEMS DIVISION

By Kristin Knox

Name: Kristin Knox
Title: Contract Administrator

SCHEDULE I

Prime Agreement, Exhibit A (Additional Terms and Conditions) Provisions:

Section 1.0 (Subcontracting)
Section 2.0 (Dispute Resolution Procedure
Section 3.0 (Confidentiality)
Section 4.0 (Termination for Insolvency)
Section 5.0 (Termination for Default)
Section 6.0 (Termination for Convenience; Suspension)
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Section 8.0 (Termination for Gratuities)
Section 9.0 (Effect of Termination)
Section 10.0 (Warranty Against Contingent Fees)
Section 11.0 (Authorization Warranty)
Section 12.0 (Further Warranties)
Section 13.0 (Indemnification and Insurance)
Section 14.0 (Intellectual Property Indemnification)
Section 15.0 (Notice of Delay)
Section 16.0 (Force Majeure)
Section 17.0 (Contractor Responsibility and Debarment)
Section 18.0 (Compliance with Applicable Law)
Section 19.0 (Fair Labor Standards)
Section 20.0 (Nondiscrimination, Affirmative Action, and Assurances)
Section 21.0 (Nondiscrimination in Services)
Section 22.0 (Employment Eligibility Verification)
Section 23.0 (Hiring of Employees)
Section 24.0 (Conflict of Interest)
Section 25.0 (Resolicitation of Bids, Proposals, or Information)
Section 26.0 (Restrictions on Lobbying)
Section 27.0 (Consideration of GAIN Program Participants for Employment)
Section 28.0 (Staff Performance While Under the Influence)
Section 29.0 (Contractor Performance During Civil Unrest)
Section 30.0 (Contractor's Acknowledgement of County's Child Support Enforcement)
Section 31.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)
Section 32.0 (Recycled-Content Paper)
Section 33.0 (Compliance with Jury Service Program)
Section 34.0 (Background and Security Investigations)
Section 35.0 (Access to County Facilities)
Section 36.0 (County Facility Office Space)
Section 37.0 (Damage to County Facilities, Buildings, or Grounds)
Section 38.0 (Physical Alterations)
Section 39.0 (Federal Earned Income Tax Credit)

Section 40.0 (Assignment by Contractor)
Section 41.0 (Continuous Product Support)
Section 42.0 (Independent Contractor Status)
Section 43.0 (Records and Audits)
Section 44.0 (Licenses, Permits, Registrations, Accreditation, and Certificates)
Section 45.0 (New Technology)
Section 46.0 (No Third Party Beneficiaries)
Section 47.0 (County's Quality Assurance Plan)
Section 48.0 (Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List)
Section 49.0 (Contractor to Notify County When It has Reached 75% of Maximum Contract Sum (Under Contract Sum Provision)
Section 50.0 (No Payment for Services Provided Following Expiration or Termination of Contract)
Section 51.0 (Safely Surrendered Baby Law)
Section 52.0 (Waiver)
Section 53.0 (Governing Law, Jurisdiction, and Venue)
Section 54.0 (Severability)
Section 55.0 (Rights and Remedies)
Section 56.0 (Facsimile)

SCHEDULE II
TO
EXHIBIT I

NORTHROP GRUMMAN MISSION SYSTEMS DIVISION

STATEMENT OF WORK

09/18/07

C2PC-PS Customization and Demonstration Project

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Section 1.0 Tasks and Deliverables

Task 1 – Project Planning and Management

Task 2 – Customization & Implementation Guidelines

Task 3 – Phase 1, Application Software Modifications

Task 4 – Maintenance and Technical Support

Task 5 – Phase 2, Prototype Installation

Task 6 – Phase 3, Field Demonstration Pilot

Task 7 – Field Demonstration System Acceptance

Task 8 – Support Services & Project Closeout

Section 2.0 Project Assumptions

Section 3.0 Other Considerations

ATTACHMENTS

Attachment I
Requirements Functional Definitions

Attachment II
Deficiencies, Severity Level Definitions

Attachment III
Preliminary Directory of LASD C2PC-PS Fixed Sites

1.0 TASKS AND DELIVERABLES

Task 1 – Project Planning and Management

NGMS, as a subcontractor, shall assist KGS's Program Manager (PM) to create a Project Control Document (PCD) which shall include a project plan; schedule, risk assessment, and related project control documentation, and (b) provide ongoing management of the project, throughout the life of the project.

Subtasks

Subtask 1.1: Develop a Project Control Document

NGMS shall assist KGS's PM to prepare a Project Control Document (PCD), consistent with this Statement of Work. The contents will provide input to the PCD which will include the relevant elements of the following:

- **Introduction**: Summarizes the project plan; a review of the shared vision for the project relationship, the strategic goal(s) of the implementation effort, and how NGMS and KGS will contribute to meet Los Angeles County Sheriff's Department's (LASD) operational objectives;
- **Executive Summary**: Provides a high level overview of the main features and goals of the project plan;
- **Project Mission & Objectives**: Describes the operational need for proceeding with the project, the objectives to be achieved under the project, and critical success factors for LASD; all based upon information provided to NGMS and KGS by the LASD, and any assumptions or limitations related to the Project Plan;
- **Project Scope**: Describes the overall scope and deliverables of the project. Acts as a confirmation of project scope, phasing, training and implementation objectives;
- **Work Breakdown Structure (WBS)**: Identifies the phases within the overall Project implementation and the key deliverables within each phase. It may also go down to the task level, if appropriate;

- **Master Project Schedule**: Following the WBS, this schedule identifies the activities, key milestones, and estimated duration for activities on the Project. It will also highlight all agreed activities, deliverables, or milestones (for which LASD is responsible) that will affect the success of the project. All project activities, deliverables, and milestones (NGMS, KGS and LASD) will be linked into a Critical Path Analysis. NGMS, KGS and LASD will review this analysis on a regular basis;

- **System Test Plan**: Identifies the non-document project deliverables(C2PC-PS), or portions thereof, which will undergo Acceptance testing, and will include sequence, criteria, input, expected results, ownership of Acceptance, and participants. The System Test Plan component of this PCD shall be due 15 calendar days after completion of Subtask 2.2;

- **Change Control Plan**: Describes the activities and processes for change management during the project (i.e., how a potential project change is requested, impact assessment, response to request, and authorization);

- **Project Team**: Identification of NGMS and KGS's project team and project organization, including defining the roles and responsibilities of the project team members, and;

- **Risk Assessment & Management**: Identification of project risks and mechanisms to handle these risks, in a risk management plan.

Subtask 1.2: Provide Ongoing Project Management

NGMS shall assist KGS's PM in managing project activities and resources, as well as track project status. This shall include managing and tracking all issues. NGMS shall report project status on a regular basis, through a Project Status Report that is prepared and delivered, on a monthly basis to KGS's PM. The report shall cover, at a minimum, project progress, plans, outstanding issues, and any updates to the PCD.

Task Deliverables

Deliverable 1.1: Project Control Document (PCD)

NGMS shall provide inputs to the PCD to support the deliver of the following to LASD within 30 days of commencement of the Agreement, including a project plan, schedule, risk assessment, training curricula and objectives, and related project control documentation to the KGS PM. KGS's PM shall produce and deliver changes to the PCD to LASD. NGMS shall assist the KGS PM in completing the System Test Plan component of the PCD. The KGS PM shall deliver the component within 15 calendar days of completion of Subtask 2.2.

Deliverable 1.2: Monthly Status Reports

NGMS shall prepare and present Monthly Project Status Reports to KGS's PM that, at a minimum, cover:

(a) the period covered by the report;

(b) project progress and plans;

(c) issues tracking, including Deficiencies;

(d) project schedule, including Work scheduled for completion which was completed, and Work scheduled for completion which was not completed;

(e) updates to the PCD, if any;

(f) project risks identified through the quality assurance process; and,

(g) information that LASD may from time to time reasonably require.

Summary Review Criteria

- See *Paragraph 3.1 (Document Review Process)*, for the review process and criteria for the above deliverable(s);
- Summary Review requirement as defined in the PCD, if any.

NGMS Responsibilities

- Provide appropriately skilled personnel for project planning and on-going management;

- Assist KGS's PM in completing all stated deliverables.

LASD Responsibilities

- Provide access to or copies of project plans, schedules, architectural documents, and design documents directly related to this project;

- Provide a Project Manager to work with NGMS and KGS Project Managers;

- Ensure the appropriate staff members (Stakeholders) participate in the project planning process;

- Provide the information as and when requested by the NGMS and KGS.

Task 2 - Detailed C2PC Customization & Implementation Guidelines

This task consists of a validation of the high- level application modifications, and the preparation of detailed customization and demonstration guidelines for the proposed C2PC-Public Saftey (PS) software, for use by LASD and the KGS and NGMS team.

Subtasks

Subtask 2.1: Confirm C2PC High-Level Application Customization

NGMS shall review and validate the high-level modifications for the proposed C2PC-PS software, the requirements of which are listed in *Attachment I (Requirements Functional Definitions)* [RFD] document prepared by LASD, to ensure that the proposed base C2PC application, in its current configuration as supplied by Contractor best meets the current and projected requirements of LASD. Recommended modifications to the design of C2PC-PS shall be documented by NGMS. NGMS shall incorporate agreed-upon customizations [modifications] into Functional Design Documents (FDDs). The FDDs will provide the basis for the detailed application customization and demonstration plan, to be developed in *Subtask 2.2*. The approach is as follows:

- NGMS shall work with KGS's PM and LASD to completely review the high-level design concept for C2PC-PS;

- NGMS shall work with KGS's PM and LASD to completely review the high-level data/communications infrastructure of LASD as proposed for C2PC-PS;

- NGMS shall recommend modifications to C2PC-PS or LASD data/communications infrastructure, if any, which reflect the current technology available to meet LASD solution requirements, and;

- NGMS will assist KGS's PM in completing a final high-level design to be approved by LASD.

Subtask 2.2: Prepare a Detailed 3-Phase Application Customization and Demonstration Plan for C2PC-PS

Based upon the high-level customization plan, NGMS shall assist KGS's PM in in preparing and delivering to LASD, a detailed plan for the proposed customization and demonstration of the base C2PC application environment. This document will provide adequate detailed specifications to ensure that the proposed technical modifications of the base C2PC application fully meet LASD requirements. This detailed design document will be an expansion of the high-level design, with all the necessary specifications to ensure successful design and implementation of the proposed C2PC-PS application. The approach is as follows:"

- NGMS shall recommend a specified configuration design for C2PC-PS;

- NGMS shall propose law enforcement-specific iconography/graphic representations in the form of non-functional "screen shot" representations for the customized interface solution and computer screen overlays, based on end-user requirements [RFD];

- NGMS shall demonstrate the interrelationships between [at a minimum] three (3) exemplars of law enforcement iconography, their supporting data and respective metadata components in the proposed law-enforcement-specific environment, based on end-user requirements *(Attachment I, RFD)*;

- NGMS shall demonstrate proposed C2PC-PS data/communications capabilities [narrative, graphical representations, specifications] utilizing knowledge of LASD data/communications infrastructure and industry-standard communications syntax and standards, based on end-user requirements *(Attachment I, RFD)*;

- NGMS shall provide design and configuration expertise to ensure optimized C2PC-PS performance, and;

- NGMS shall pro-actively verify the detailed customization of each base C2PC component to allow for an uninterrupted customization and demonstration process, and optimized delivery dates.

Task Deliverables

Deliverable 2.1: A High-Level Application Customization Design Document

NGMS shall assist KGS's PM to document and deliver to LASD, a high-level customization design, bulleted point for point to confirm each element listed in the RFD and shall include a narrative for the deliverable containing functional descriptions of all identified software modifications, including diagrams and supporting narrative. KGS shall produce and deliver the High Level Customization design document to LASD for approval as part of the completion of this task. See review Criteria below.

Deliverable 2.2: A Detailed 3-Phase Application Customization and Demonstration Plan Document

NGMS shall assist KGS's PM to document and present to LASD, the Detailed Customization and Demonstration Document for the proposed C2PC-PS application. This document shall include a detailed plan for the proposed customization, and a detailed design document for proposed software customization based on the high-level design document produced in Subtask 2.1, and must be approved by LASD, as part of the completion of this task. See review criteria below.

Summary Review Criteria

- Documentation - See *Paragraph 3.1 (Document Review Process)* for the acceptance process and criteria for the above deliverable(s),

NGMS Responsibilities

- Actively participate in workshops and in the creation of detailed planning and design documents;

- Provide appropriate knowledge and collateral, to aid in the creation of plans and designs;

- Provide appropriately skilled personnel, for the application design review and detailed design document creation;

- Assist KGS's PM in completing the System Test Plan (STP) (Subtask 1.1) component of the PCD. Pursuant to Subtask1.1, this component is due within 15 calendar days of completion of Subtask 2.2, and;

- Assist KGS's PM in completing all stated deliverables

LASD Responsibilities

- Provide KGS and NGMS with access to data/communications system(s) information based on specifications provided outlined in the RFD [or copies of project plans, schedules, architectural documents, and design documents directly related to this project];

- Provide hardware platform(s), as defined in the *RFD, Functional Requirement 9.1 (Minimum System Requirements)* to be used for the initial testing and implementation, based on specifications provided in *Subtask 2.2* and detailed in the RFD;

- Provide "Technical Lead" staff to work with Subject Matter Expert (SME) on C2PC-PS;

- Provide a data/communications systems Technical Lead, to assume responsibility for all C2PC-PS implementation-related issues;

- Provide a Law Enforcement Technical Lead/SME, to assume responsibility for the creation of law enforcement-related design elements and processes;

- Provide "Technical Lead" staff, and law enforcement professional staff (together; Subject-Matter-Expert (SME) staff) to assist in the creation of law enforcement-related design elements and processes;

- Actively participate in workshops and in the creation of detailed planning and design documents, and;

- Provide previously identified personnel for participation in the detailed design document creation and design review

Task 3 – <Phase 1> Lab Software Modifications and System Testing

Duration of this Phase 1: Approximately seven (7) months

Based upon the customization and demonstration guidelines developed in *Task 2*, the required software specifications will be finalized and ordered. NGMS with KGS's PM assistance shall assess LASD's operational readiness at strategic implementation locations, based upon the technology, communications strategy, provided hardware, available staff, and key communications processes. The operational readiness information obtained will be compared with best practices, resulting in prioritized recommendations.

Subtasks

Subtask 3.1: Finalize C2PC-PS Application Specifications and Place Order

LASD anticipates that some minor changes to the Detailed Customization and Demonstration Plan (Plan) document [*Subtask 2.2*] will be required. These modifications will be made to the Plan, and the required modifications ordered. The approach to this is as follows:

- KGS shall place the order to NGMS to begin application modifications;
- KGS and NGMS shall work with manufacturer to provide technical input and expertise which will result in any required or as-needed changes to the customization Plan, and;
- NGMS with KGS's PM assistance shall provide design and configuration expertise to ensure optimized application performance.

Subtask 3.2: Development, Testing, Engineering Release 1 (ER1)

NGMS shall coordinate the execution of software modifications, conduct testing and coordinate the release of individual software modifications to the base C2PC-PS application. Contractor shall coordinate the delivery of Engineering Release 1 (ER1) at the twenty-week (5-months) period of Phase 1. ER1 shall contain those customizations, modifications and features completed by the delivery date.

- NGMS shall coordinate the development and Summary Review process of all base C2PC-PS customizations in ER1, in a laboratory environment, with participation from the manufacturer and LASD technical staff, and;

- NGMS shall verify the detailed customization of each base C2PC-PS component contained in ER1, to allow for an uninterrupted development build process and optimized delivery dates.

-

Subtask 3.3: Development, Testing, Engineering Release 2 (ER2)

NGMS shall coordinate the execution of all software modifications, conduct testing and coordinate the release of individual software modifications to the base C2PC-PS application. NGMS shall coordinate the delivery of Engineering Release 2 (ER2) at the twenty-eight week (7-months) period of Phase 1, or as otherwise designated in the PCD. ER2 shall include all of the individual software modification applications listed and defined in the RFD. At the twenty-eight week period (7 months) of this Phase 1, the testing, debugging, and/or all necessary changes or updates (tests and changes) to the ER1 application coding shall be included in an Engineering Release 2 (ER2). NGMS shall provide ER2 to LASD at the twenty-eight week period (7 months) of Phase 1, or as otherwise designated in the PCD.

- NGMS shall coordinate the development and Summary Review process of all base C2PC-PS customizations as required in the RFD document, in a laboratory environment, with participation from the manufacturer and LASD technical staff, and;

- NGMS shall verify and validate the detailed customization of each base C2PC-PS component, to allow for an uninterrupted development build process and optimized delivery dates. Specifically, NGMS shall verify and validate the functionality of ER2 in the laboratory environment, and ensure the delivery of customizations to the following application components, herein listed and further defined in the RFD:

  3.2.1 Graphical user Interface (GUI) Adaptation

  3.2.2 Map Data

  3.2.3 Patrol Car Location

3.2.4 Metadata

3.2.5 Gateway MCIP/Directed Broadcast

3.2.6 Position Pull

3.2.7 Active User List

3.2.8 Auto-Start C2PC-PS

3.2.9 Application Interoperability/Co-operability

Task Deliverables

Deliverable 3.1: C2PC-PS Customizations Ordered-Tested

NGMS shall work with KGS's PM to finalize a Detailed Customization and Demonstration Plan document, at which time, upon approval by LASD which is subject to all conditions set forth in the *Agreement (Paragraph 5.2, Approval)*, KGS's shall place the order with NGMS to begin development of C2PC-PS.

Deliverable 3.2: Engineering Release 1

NGMS shall deliver, at the **twenty-week point** of this Phase, all customizations, modifications and features built to date in the form of an application Engineering Release 1 (ER1). ER1 shall include shall include test scripts and results that the NGMS used to verify that software customizations were completed to specifications. ER1 shall be tested against the Summary Review criteria for this Deliverable.

Deliverable 3.3: Engineering Release 2

NGMS shall deliver, at the twenty-eight week point (7 months) of this Phase 1, all tested, debugged and/or updated customizations, modifications and features listed in *Subtask 3.3* in the form of an application Engineering Release 2 (ER2) for installation and testing by LASD, and shall include test scripts and results that NGMS used to verify that software customizations were completed to specifications. C2PC-PS ER2 shall form the basis for the C2PC-PS prototype and shall be used in

the system tests. ER2 shall form the basis for the C2PC-PS prototype, and shall be tested against the Summary Review criteria for this Deliverable.

Summary Review Criteria

- See *Paragraph 3.1 (Document Review Process)*, for the review process and criteria for the above deliverable(s), and;
- Summary Review requirement as defined in the Project Control Document for each item of *Deliverable 3.1*, and for *Deliverables 3.2 and 3.3* which comprise the aggregate of those items listed in *Deliverable 3.1*, and as further detailed in the *Agreement (Section 5.0, Work; Approval)*. Also see *Paragraph 3.2 (Deliverables, Summary Reviews and Acceptance Testing)*.

NGMS Responsibilities

- Provide appropriately skilled personnel for finalizing the order and conducting the readiness assessment, and;
- Oversee the customization and/or modification of the base C2PC-PS application components listed in *Subtask 3.2* in accordance with the RFD.
- Assist KGS's PM in completing all stated deliverables

LASD Responsibilities

- Provide access to or copies of project plans, schedules, architectural documents, and design documents directly related to this project;
- Provide access to, or licenses for, specific data , information, hardware necessary for Contractor to execute *Subtask 3.2,* and;
- Provide SME staff to work on data and/or communications interface(s).

Task 4 – Establish Maintenance and Technical Support

This task includes all the activities associated with the delivery to LASD of technical support, both on-site and remote access (telephone & internet), for the purpose of troubleshooting user problems and system error resolution.

In this task, NGMS shall coordinate the delivery of technical support and software maintenance for the Customized application, as required, 5 days per week, 8:00 AM - 5:00 PM PST.

Subtasks

Subtask 4.1: Establish Telephonic and Internet-based Technical Support Program

NGMS shall coordinate the establishment and maintenance of a technical support program which shall be used in support of the Customized C2PC-PS application beginning in Phase 2 (*Task 5*) through Project Closeout (*Task 8*), Monday through Friday, 8:00 a.m. to 5:00 p.m. PST, excluding Contractor holidays.

Subtask 4.2: Establish Software Maintenance

NGMS shall oversee the creation of a 'software drop' of C2PC-PS Customization patches, bug-fixes or updates, as the case may be, which shall in the aggregate incorporate patches, fixes or updates to software problems identified in STRs for the first four weeks of Phase 2. NGMS shall incorporate corrections for STRs identified during the first four weeks of the commencement of Phase 2. The STRs corrected will be mutually agreed upon by KGS, NGMS and LASD based on the Severity Level Definitions identified in Attachment II of *Exhibit B (Statement of Work)*.

Subtask 4.3: Software User's Manual (SUM), C2PC-PS

NGMS shall develop, with input from LASD, the creation of a first-draft Software User's Manual (SUM) for C2PC-PS. The first draft of the SUM is due prior to commencement of Phase 2. The SUM shall contain the following:

- **Introduction**: Define C2 applications, general; A brief discussion of the philosophy of tactical C2, current applications, describe; C2's implication

for local law enforcement – emergency first-responders, i.e. interoperability, multi jurisdictions;

- **User's Guide**: Self-guided step-by-step use of C2PC-PS;
- **Trouble-shooting**: An Index to common user problems are defined in a tabular format with recommended solutions, and;
- **Training Appendix**: This section of the manual is intended to be used in conjunction with Comprehensive T3 Training classes facilitated by the Contractor.

n.b. A final, edited and approved SUM shall be required as one of the criteria for successful Project Closeout (see *Task 8*).

Subtask 4.4: Technical Specifications Document (TSD), C2PC-PS

NGMS shall assist KGS's PM, with input from LASD, to develop a first-draft C2PC-PS Technical Specifications Document (TSD), the purpose of which is to catalog in sufficient technical detail each of the Public Safety (PS) customizations to the base C2PC-PS application. This first draft of the TSD is due prior to commencement of Phase 2. The TSD shall include the following:

- **Minimum System Hardware Requirements (formalized)**: Outline;
- **C2PC-PS Capabilities**: Outline;
- **Catalog of Changes**: Defines each of the customizations, modifications and/or intentional limitations of scope of C2PC-PS;
- **Inputs and Outputs**: A listing of specifications for all inputs and outputs which enable C2PC-PS total functionality;
- **Data Requirements (formalized)**: Outline;
- **Communications System Requirements (formalized)**: Outline, and;
- **Summary of Development Problems**: An Index to each of the problems encountered in the customizing of C2PC-PS along with the

solutions and/or workarounds used to maximize the functionality of the application.

Task Deliverables

Deliverable 4.1: Established Technical Support Program

Effective with commencement of Phase 2, NGMS shall provide comprehensive technical assistance during normal business hours (8:00 AM - 5:00 PM PST), inclusive of telephone numbers, contacts names and internet addresses. This 'help desk' support will ensure that user interaction with the Customized software is fully integrated into LASD law enforcement processes. This help will also include assistance with the establishment of the prototype environment contemplated in task 5.

Deliverable 4.2: Establish Software Maintenance

NGMS shall facilitate the delivery of all incorporated corrections for STRs identified during the first four weeks of the commencement of Phase 2. The STRs corrected will be mutually agreed upon by KGS, NGMS and LASD based on the Severity Level Definitions identified in *Attachment II* of *Exhibit B (Statement of Work)*. NGMS shall deliver the software drop at the end of Phase 2.

Deliverable 4.3: End-User Software User's Manual (SUM)

NGMS shall assist KGS's PM in preparing a draft form C2PC-PS SUM prior to commencement of Phase 2. The SUM shall be delivered in bound and electronic format, in the format NGMS currently uses for documentation deliverables to United States Marine Corps (USMC). The SUM shall provide all necessary C2PC-PS user information in support of the End-User T3 (see *Subtask 5.2*) program goals as defined in the PCD. KGS shall deliver the draft C2PC-PS SUM to the LASD Project Manager.

Deliverable 4.4: Technical Specifications Document (TSD)

NGMS shall assist the KGS's PM in developing a draft form C2PC-PS TSD prior to commencement of Phase 2. The TSD shall be delivered in bound and electronic format in the format NGMS currently uses for deliverables to USMC, subject to the

approval of the County. The TSD shall provide all necessary C2PC-PS technical information in support of the Technical T3 (see subtask 5.3) training program goals as defined in the PCD. KGS shall deliver the draft C2PC-PS TSD to LASD

Summary Review Criteria

Documentation - See *Paragraph 3.1 (Document Review Process)* for the Review process and criteria for the above deliverable(s).

NGMS Responsibilities

- Provide appropriately skilled Technical Support personnel;
- Provide software maintenance in the form of a software patch (bug-fixes) to be delivered at the end of Phase 2 (see *Subtask/Deliverable 4.2*);
- Provide all documentation defined in this *Task 4* and;
- Assist KGS's PM in completing all stated Deliverables.

LASD Responsibilities

- Assign a single-point-of-contact for the Contractor's Technical Support personnel.

Task 5 –<Phase 2> C2PC-PS Prototype Installation

Duration of this Phase 2: Approximately two (2) months.

This task includes all the activities associated with the coordination of the delivery, installation and use of the prototype C2PC-PS software on two (2) workstations (nodes) located at one LASD fixed site (see *Attachment III*), and two (2) mobile sites (LASD patrol vehicles), each a single node. The installation of the prototype C2PC-PS shall be installed as part of this task.

The official product title 'C2PC-PS', for the Customized application, is established both in its fully written and abbreviated forms with commencement of this Phase 2.

Subtasks

Subtask 5.1: Installation of Prototype C2PC-PS Software

NGMS shall coordinate the installation and startup of C2PC-PS software at each fixed and mobile site node, in consultation with the KGS's PM and LASD Project Manager, and ensure that each node is fully functional as defined in the RFD and meets all Summary Review criteria (PCD). NGMS and LASD Project Managers shall ensure technical support is provided to assist in said installations. Installation tasks shall include the following:

5.1.1 Install and configure system to meet communication specifications;

5.1.2 Refine the technical integration process on the LASD communications system;

5.1.3 Refine the C2PC-PS interface and operation on the LASD communications system;

5.1.4 Verify connectivity to key system peripherals (nodes), and ensure reliable point-to-point communications between parent and subordinate systems, and;

5.1.5 Verify connectivity to Sheriff's computer assisted dispatch (CAD) system;

5.1.6 Provide technical support through this entire Phase 2 (see *Task 4*);

5.1.7 Provide assistance with the transfer from Prototype testing to Demonstration environment.

NGMS's approach is as follows:

- Installation and Startup - NGMS shall ensure the prototype C2PC-PS solution is functional and meets all established system review and testing criteria as documented in the PCD;

- Transition to Operations

  - Perform and/or check all components that have been documented in the design phase as agreed, and;

  - Assist KGS and LASD to correct unexpected problems.
  -

  - Update original specifications as well as technical and user documentation to reflect any changes resulting from corrections to the Prototype software;

Subtask 5.2: Establish Phase 2 Comprehensive T3 Training Program

NGMS shall work with KGS's PM to establish a comprehensive "Train the Trainer" (T3) Training program as defined in the PCD. Training documentation shall be presented as an Appendix to the SUM (*Subtask 4.3*). LASD shall provide the facility for the training. NGMS shall provide the necessary equipment and software programs for this training. Training shall focus on the following subject areas:

- Define C2 applications, general;
- Philosophy of C2, current application, describe;
- C2's implication for local LE – emergency first-responders, i.e. interoperability;
- Hands-on training with C2PC-PS;
- Illustrate mock tactical situations, LE scenarios (barricade, natural disaster, OIS), and;
- Overview of the C2PC-PS application purpose and architecture;
- Outline review of draft Technical Specifications (see *Subtask 4.4*);
- Overview of connectivity and communications requirements;
- Hands-on installation of C2PC-PS;
- Required data downloads;
- Hands-on user configuration;
- Hands-on testing;
- Overview of potential trouble spots, troubleshooting, and;
- Provide End-User training manual (*Subtask 4.3*) in bound, electronic and internet-based format [this shall also be provided as a component of the SUM (see *Task 4*)].

For each class session, Contractor shall deliver sufficient copies of the SUM *(Task 4.3)* and respective training manual [Appendix] in order to accommodate each student participant.

KGS
Subtask 5.3: Transition Services

Contractor shall coordinate all technical assistance in support of the transition from the C2PC-PS Prototype to Demonstration environments. This support will ensure that user interaction with the Prototype C2PC-PS application is integrated in the LASD law enforcement processes. NGMS shall facilitate all testing of the Prototype as specified in the PCD.

Task Deliverables

Deliverable 5.1: Delivered, Installed and Operable C2PC-PS Prototype Application Software

NGMS shall assist KGS's PM to deliver and install the customized prototype C2PC-PS application on two identified LASD fixed and two identified mobile locations.

NGMS shall demonstrate C2PC-PS to LASD as part of the Summary Review for this task. The fixed and mobile sites shall include, among others:

- Sheriff's Communication Center (2 workstations), and;
- LASD mobile sites (2 patrol vehicles

Deliverable 5.2: Phase 2, Comprehensive T3 Training Program

Effective at commencement of Phase 2, NGMS shall implement a comprehensive T3 training program. NGMS shall conduct sufficient training sessions in support of the training goals and curriculum set forth in the PCD for all End-User T3 training.

Deliverable 5.3: Transition Services

NGMS shall deliver technical assistance in support of the transition from the C2PC-PS Prototype to Demonstration environments. This support will ensure that user interaction with the Prototype C2PC-PS application is fully integrated in the LASD

law enforcement processes. NGMS shall facilitate all Summary Reviews of the Prototype as specified in the PCD.

Summary Review Criteria

- Documentation - See *Paragraph 3.1 (Document Review Process)* for the review process and criteria for the above deliverable(s), and;
- For C2PC-PS, when C2PC-PS passes the NGMS's installation requirements as defined in the PCD and as further detailed in the *Agreement (Section 5.0, Work; Approval)*. Also see *Paragraph 3.2 (Deliverables, Summary Review, and Acceptance Testing)*.

NGMS Responsibilities

- Provide appropriate SME staff for installing and testing solution environment;
- Provide instructor(s);

Provide training environment and equipment, and manuals, and;

Assist KGS's PM to provide all documentation defined in *Tasks 4 and 5, and*;

- Assist KGS's PM in completion of all stated deliverables.

LASD Responsibilities

- Identify one fixed and two mobile sites (total 4 nodes) and hardware (computer workstations) to be used for the initial development, testing and implementation, based on specifications provided in the RFD;
- Provide access to fixed-site and mobile communications and data systems at the beginning of Phase 2. Ensure necessary equipment (workstations, laptops, vehicles, etc.) is available for the entire duration of Phase 2;
- Provide SME staff;

- Provide copies of project plans, schedules, architectural documents, and design documents directly related to this project, as necessary;

- LASD will assign a single-point-of-contact training coordinator to assist in scheduling LASD personnel for training, and;

- LASD shall work with NGMS and KGS to facilitate the creation of all T3 training documentation.

Task 6 –<Phase 3> Field Demonstration Pilot - Mobile

Duration of this Phase 3: Approximately four (4) months.

This task includes all the activities associated with the expanded delivery and installation of C2PC-PS software at not more than 10 selected fixed sites (each containing multiple nodes) and 50 mobile sites (patrol vehicles, each a node). A maximum of 60 installations shall be made for this demonstration.

In this task NGMS and KGS, together with LASD, shall conduct both a large area and single precinct (LASD Station) multiple-patrol-vehicle, multiple-fixed-site C2PC-PS demonstration that represents typical LASD geography and operation.

LASD Project Director reserves the exclusive right to determine which mobile sites (patrol vehicles) and/or fixed sites shall receive C2PC-PS installation, and the sequence and manner in which such installations are effected.

LASD Project Director reserves the exclusive right to include alternate or substitute fixed sites for C2PC-PS installation as part of this Task. *Attachment III* represents a listing of fixed sites which have been determined eligible for the C2PC-PS installation.

The 10 fixed sites may include, among others:

- Emergency Operations (EO) Center;
- Department Operations Center;
- Sheriff's Communications Center, and;
- LASD Stations

Attachment III represents a comprehensive listing of fixed sites which have been determined eligible for the C2PC-PS installation (up to 50 mobile and 10 fixed-site locations (any combination up to 60 total installations) at various locations may

receive the C2PC-PS installations after the prototype installation Summary Review in Phase 2.

Initially, and for the purpose of this *Task 5, Phase 2*, NGMS and KGS may choose to incrementally install C2PC-PS subject to written approval from LASD's Project Director.

Subtasks

Subtask 6.1: Installation of Field Demonstration C2PC-PS Software

NGMS and KGS shall coordinate the installation and startup of C2PC-PS software at each pre-identified fixed site and patrol vehicle node, and ensure that each node is functional in accordance with the RFD and meets all Review and testing criteria as outlined in the PCD.. KGS shall ensure that NGMS provides the appropriate level of technical support for this *Task 6* as specified in the PCD. Installation tasks shall, at a minimum, include the following:

- Ensure that each parent and/or subordinate C2PC gateway is communicating;
- Configure each patrol vehicle (mobile sites);
- Verify connectivity to key mobile system peripherals, and;
- Continue to provide application maintenance and technical support through this entire Phase 3 (see *Task 4*);

Subtask 6.2: Software User's Manual (SUM), Revision 1

NGMS shall assist KGS's PM and LASD to create a REVISION 1 Software User's Manual (SUM) for C2PC-PS. The revision of the SUM is due not later than 30 calendar days from the commencement of this Phase 3. KGS shall produce and deliver the C2PC-PS SUM REVISION 1 to LASD.

Subtask 6.3: Technical Specifications Document (TSD), Revision 1

NGMS shall assist KGS's PM and LASD to create a revised draft Technical Specification Document (TSD) for C2PC-PS. The revision of the TSD is due not later

than 30 calendar days from the commencement of this Phase 3. KGS shall produce and deliver the C2PC-PS TSD REVISION 1 to LASD.

Subtask 6.4: Expanded Comprehensive T3 Training Program (Continuation)

NGMS shall work with KGS's PM and LASD to continue the in-house Comprehensive "Train the Trainer" (T3) Training program which began in Phase 2, in support of the training objectives stated in the PCD.

Task Deliverables

Deliverable 6.1: Delivered, Installed and Operable C2PC-PS Field Demonstration Software

Upon completion of this task, NGMS shall assist KGS's PM to deliver and install the customized C2PC-PS application on the identified LASD fixed and mobile locations. NGMS shall demonstrate C2PC-PS operability to LASD as part of the review and testing criteria for this task, and subject to the terms outlined in the Agreement, Paragraph 5.2 and subparagraph 5.3.3.

Deliverable 6.2: End-User Software User's Manual (SUM),

NGMS shall work with KGS's PM to deliver a C3PC-PS SUM, Revision 1, not later than 30 days after commencement of this Phase 3 (*Task 6)*. At a minimum, the revised SUM shall contain each of the elements specified in *Subtask 4.2*.

Deliverable 6.3: Technical Specifications Document (TSD),

NGMS shall work with KGS's PM to deliver a C2PC-PS TSD, Revision 1, not later than 30 days after commencement of this Phase 3 (*Task 6*). At a minimum, the revised TSD shall contain each of the elements specified in *Subtask 4.3*.

n.b. A final, edited and approved TSD shall be required as one of the criteria for successful Project Closeout (see *Task 8*).

Deliverable 6.4: Phase 3, Comprehensive T3 Training Program (continuation)

NGMS shall work with KGS's PM to deliver Comprehensive T3 training sessions which began with commencement of Phase 2 *Deliverable 5.2*.. NGMS and KGS shall deliver two 40 hour, training sessions over a two week period (one 40 hours session each week) for approximately 15 students during phase 3.

NGMS shall work with KGS's PM to deliver an T3 training schedule within 14 days of commencement of this *Task 6* for approval by the LASD Project Director.

Summary review Criteria

- Documentation - See *Section 3.1 (Document Review Process)* for the review process and criteria for the above deliverable(s), and;
- For C2PC-PS, when C2PC-PS passes NGMS installation requirement as defined in the PCD and as further detailed in the *Agreement (Section 5.0, Work; Approval)*. Also see *Paragraph 3.2 (Deliverable, Summary Reviw, and Acceptance Testing)*.

NGMS Responsibilities

- Provide appropriately skilled personnel for installing and testing solution environment;
- Assist KGS's PM in revising SUM and TSD documentation;
- Provide technical support through the completion of Phase 3, and;
- Assist KGS'S PM in completing all stated deliverables.

LASD Responsibilities

- Provide access to LASD fixed-site computer workstations and mobile computer hardware platform(s) to be used for the Field Demonstration, based on specifications provided in the RFD at the beginning of Phase 3. Ensure equipment is available for the entire duration of Phase 3;

- Provide NGMS and KGS's technical support staff with access to of LASD fixed-site and mobile communications systems, and;

- Provide SME staff to work on fixed site and mobile communications and data systems

Task 7 – Field Demonstration System Acceptance

The system, in its entirety, as customized, modified, prototyped and demonstrated will be Accepted by LASD subject to a 60-day period of operation during phase 3. (see *Section 2.0, Assumptions, Paragraph 2.5*) *(Attachment II, Deficiencies)*.

NGMS and KGS shall achieve Field Demonstration system Acceptance by reviewing, with LASD, all documentation and project results, against pre-defined Acceptance criteria.

Subtasks

Subtask 7.1: Continuance of Technical Support Program

NGMS shall continue to provide a technical support program in support of the C2PC-PS until completion of Phase 3.

Subtask 7.2: Maintenance, Patches, Revisions

Contractor shall provide Updates to the C2PC-PS software that are mutually agreed upon by NGMS and LASD, and that can completed within the level of effort estimated in the T&M proposal.

Subtask 7.3: Documentation, Revision

NGMS shall work with KGS's PM to provide the LASD Project Director with all Documentation produced for this Project.

Subtask 7.4: Achieve Acceptance Certificate of the Demonstration System

Achievement of acceptance will be done in accordance with the system test plan and constitute Acceptance of the successful field demonstration of the C2PC-PS program.

Task Deliverables

Deliverable 7.1: Continuance of Technical Support Program

NGMS shall continue to provide technical support for C2PC-PS through the completion of Phase 3.

Deliverable 7.2: Maintenance, Patches and Revisions

Contractor shall continue to coordinate the delivery of as-needed software Updates to the C2PC-PS software that are mutually agreed upon by NGMS and LASD, and that can completed within the level of effort estimated in the T&M proposal.

Deliverable 7.3: Documentation

NGMS shall work with KGS's PM to deliver all current revisions of documentation in support of the C2PC-PS application, inclusive of Software User's Manual (SUM) and Training Appendices and Technical Specifications Document (TSD).

Deliverable 7.4: Proof of Acceptance

KGS shall deliver a Proof of Acceptance forms for the C2PC-PS Project Deliverable. This is the final Deliverable for the Customization and Demonstration Phases of this SOW, and will formally document the closure of Phases 1, 2 and 3 of the project.

Summary Review and Final Acceptance Criteria

- Acceptance occurs upon successful delivery of all current revised documentation, and the successful field demonstration of C2PC-PS as defined in the System Test Plan;

- Documentation - See *Section 3.1 (Document Review Process)* for the acceptance process and criteria for the above deliverable(s), including delivery of as-needed software patches through Phase 2.

- For the C2PC-PS demonstration for Phase 3, as defined in the PCD and as further detailed in the *Agreement (Section 5.0, Work; Approval)* which satisfies all System Testing criteria. Also see *Paragraph 3.2 (Deliverables, Summary Reviews, and System Testing)*.

NGMS and KGS Responsibilities

- Prepare all Summary Review documentation and Acceptance forms for review, and;

Assist KGS'S PM in completing all stated deliverables.

LASD Responsibilities

- Review KGS's application for Field Demonstration System Acceptance.

Task 8 – Project Closeout

NGMS shall assist KGS's PM to obtain Final Acceptance by LASD (see *Section 2.0, Assumptions, Paragraph 2.5*).

NGMS will assist KGS's PM to obtain Field Demonstration System Acceptance by providing final form application documentation, and reviewing, with LASD, all documentation and project results, against pre-defined Acceptance criteria for the Project.

Subtasks

Subtask 8.1: Final Form SUM and TSD

NGMS shall work with KGS's PM to draft the final form of both the SUM and TSD (each being final, edited and approved) as one of the criteria for successful Project Closeout.

Subtask 8.2: Project Closeout

NGMS shall participate in the Project Closeout meeting.

Task Deliverables

Deliverable 8.1: SUM and TSD

NGMS shall work with KGS's PM to draft the final form of both the SUM and TSD (each being final, edited and approved) in the formats specified in *Paragraph 2.2 (General)*.

Deliverable 8.2: Project Closeout Meeting / Proof of Acceptance

NGMS personnel shall assist KGS's PM to conduct a Project Closeout meeting and deliver Proof of Acceptance forms of all Project Deliverables and a completed Project Closeout form. This deliverable is the final deliverable of this SOW and will formally document the closure of the project.

Acceptance Criteria

- Documentation - See *Section 3.1 (Document Review Process)* for the Acceptance process and criteria for the above deliverable(s).

NGMS Responsibilities

- Provide appropriately skilled Technical Support personnel, and;
- Assist KGS's PM in completing all stated deliverables.

LASD Responsibilities

- LASD will assign a single-point-of-contact (C2PC-PS Administrator) for NGMS and KGS Technical Support personnel, and;
- Attend Closeout Meeting and sign Proof of Acceptance

2.0 PROJECT ASSUMPTIONS

2.1 General Exclusions

The following additional general exclusions and limitations apply:

- NGMS consulting services are performed during normal business working hours: generally Monday through Friday, 8:00 AM - 5:00 PM PST, excluding Contractor holidays.

2.2 General

- All deliverable documentation created for this engagement will be made available in both hard copy and electronic format. The electronic format will be Microsoft Office. The engagement planning software used for this engagement is MS Project 2000, and;

2.3 People

- NGMS will, insofar as possible, accommodate the pairing of its implementation resources with the appropriate LASD resources, to facilitate knowledge transfer during implementation. The appropriate hours and resource effort to facilitate this knowledge transfer is up to the discretion and decision of the NGMS Project Manager, contingent on the impact to the overall project schedule.

2.4 Technology

- Any changes in scope to the tasks of the Statement of Work, or inaccuracy in assumptions, will necessitate a change to the Statement of Work and will be handled according to the Change Order Process;

- NGMS is not responsible for data corruption in the baseline data set, or the inability to create baseline data, due to failures outside of Contractor control. Changes in the project, associated with recovery from such events, will be handled according to the Change Order Process;

- NGMS is not responsible for providing any necessary 3rd party software licenses for the application to be installed except for software provided under this agreement;

- Appropriate physical and administrative access to servers in the current server environment will be provided to NGMS, as required, and;

- NGMS is not responsible for the provisioning and maintenance of any network components and circuits between the fixed or mobile sites.

2.5 Field Demonstration System Acceptance

- The Field Demonstration System Acceptance Document will be based upon the System Acceptance Test developed and demonstrated in task 1.

2.6 Client Responsibilities

The following is a list of items that Contractor would like to have addressed by LASD in the Project Control Document:

- Provide the NGMS and KGS's PM Project Lead with the current LASD IT organization chart (including Los Angeles County IT organization chart, if relevant), and;

- Within 5 days after contract award, provide two complete systems to KGS for software development for use at the manufacturer's facility in San Diego to simulate the LASD radio-computer environment. Provide functional operational patrol car systems, to include all equipment necessary to run C2PC-PS software, including GPS receivers, laptop computers, wireless network access and all internal interfaces.

3.0 OTHER CONSIDERATIONS TO BE INCLUDED IN THE PROJECT CONTROL DOCUMENT

3.1 Document Review Process

When NGMS and KGS create documentation, as part of the project, each document deliverable will initially be developed in draft form. The Project Managers may schedule working sessions, inclusive of Contractor and/or LASD personnel, to refine the draft document, as it is written.

When the draft document is complete, KGS's PM shall submit the initial release document to LASD's Project Manager for review and comment. The LASD Project Manager will be responsible for distributing copies of the initial

release document, for LASD internal review. The LASD Project Manager is responsible for consolidating LASD comments and for providing a clearly marked version of the draft document to KGS's PM. The LASD Project Manager will have seven (7) working days to review and return the consolidated comments to KGS's PM unless otherwise agreed to by the parties. The NGMS and KGS will review and evaluate LASD's comments and respond to them in writing, within seven (7) working days. The LASD comments and NGMS recommendations will be discussed and integrated into a final version and delivered to LASD's Project Manager within seven (7) working days, unless otherwise agreed to by the parties.

Document Summary Review criteria will be agreed upon in the PCD. County acknowledges that its failure to adhere to the above-referenced timelines may impact KGS's ability to complete its obligations under the Agreement within its agreed-to price and in a timely manner and may cause KGS to file a notice of delay pursuant to *Section 15.0 (Notice of Delay)* of *Exhibit A (Additional Terms and Conditions)* of the Agreement.

3.2 Deliverables, Summary Reviews, and System Testing

For the Deliverables (C2PC-PS) requiring system testing, NGMS, KGS, and LASD will develop the System Test Plan (STP) which must be mutually agreed upon by the parties and included in the PCD.

Notwithstanding anything to the contrary set forth in this Statement of Work, the procedures for obtaining LASD Project Director's approval of each Deliverable, which approval shall be based upon the Summary Review criteria or system testing criteria, as the case may befor each Deliverable, are as set forth in *Section 5.0 (Work; Approval)* of the *Agreement*.

KGS's PM will notify LASD when the Deliverable is ready for Summary Review or system testing, as the case may be, and such review or testing will commence within five (5) business days of such notice. Within five (5) business days after completion of testing, LASD will either sign the Summary Review document or acceptance report provided by KGS or, if KGS was unable to satisfactorily complete the Summary Review criteria or STP, notify KGS in writing detailing any failure of the Deliverable to conform to above "Requirements for Deliverables". Within a reasonable time, and pursuant to the conditions outlined in the Agreement (Section 17.0), KGS will correct any such non-conformance and redeliver the Deliverable for a repeat of the Summary Review or STP process described above. County acknowledges that its failure to adhere to the above-referenced timelines may impact KGS's ability to complete its obligations under the Agreement within its agreed to price and in a timely manner, and may cause KGS to file a notice of delay

pursuant to *Section 15.0 (Notice of Delay)* of *Exhibit A (Additional Terms and Conditions)* of the Agreement.

ATTACHMENT I

REQUIREMENTS FUNCTIONAL DEFINITIONS

ATTACHMENT II

Severity Level Definitions

Severity 1 – (Critical) Severe with no workaround

The defect is such that critical command and control functionality is impossible. Workarounds for the defect do not exist, or if they do, they are too impractical to be useful.

Severity 2 – (Severe) Severe with workaround

Defects make it difficult to complete a significant command/control function. Workarounds to complete the command/control function exist, but are impractical on a continuing basis.

Severity 3 – (Minor)

The System Software is impaired to the extent that some non-critical functions are not operating. Non-critical functions are classified as forms or reports that shape part of a major function, but do not cause the major function to be totally inoperative.

Severity 4 – (Cosmetic)

This severity level represents cosmetic defects that do not affect the functionality, but do affect the general look and feel of the System Software. This deficiency may cause the System Software, or a component thereof, to be non-compliant with the Requirements Functional Definitions document.

ATTACHMENT III

FIXED SITE INSTALLATION

DIRECTORY OF IDENTIFIED FIXED SITES

Captain Joe L. Gutierrez
Altadena Station (ALD)
780 E. Altadena Dr.
Altadena, CA 91001
(626) 798-1131
(626) 798-5244 Fax
Thomas Guide 536, A-5

Lieutenant Patrick B. Hunter
Avalon Station (AVA)
215 Sumner Ave.
P.O. Box 1551
Avalon, CA 90704
(310) 510-2360
(310) 510-2994 Fax

Captain Todd S. Rogers
Carson Station (CAS)
21356 S. Avalon Blvd
Carson, CA 90745
(310) 830-1123
(310) 522-0118 Fax
Thomas Guide 734, E-6

Captain Steven M. Roller
Century Station (CEN)
11703 S. Alameda St.
Lynwood, CA 90262
(323) 567-8121
(323) 357-5083 Fax
Thomas Guide 704, H-6

Captain Daryl Evans
Cerritos Station ( )
18135 Bloomfield Ave.
Cerritos, CA 90703
(562) 860-0044
(562) 916-1379 Fax
Thomas Guide 767, A-1

Captain Michael K. Kwan
Walnut/Diamond Bar Station (WAL)
21695 E. Valley Blvd
Walnut, CA 91789
(626) 913-1715 or
(909) 595-2264
(909) 594-3169 Fax
Thomas Guide 639, J-6

Captain David J. Long
West Hollywood Station (WHD)
720 N. San Vicente Blvd
West Hollywood, CA 90069
(310) 855-8850
(310) 659-4589 Fax
Thomas Guide 592, H-6

Captain Marilyn E. Baker
East Los Angeles Station (ELA)
5019 E. 3rd St.
Los Angeles, CA 90022
(323) 264-4151
(323) 267-6379 fax
Thomas Guide 635, G6

Captain Michael W. Smith
Industry Station (IDT)
150 N. Hudson Ave.
City of Industry, CA 91744
(626) 330-3322 or
(909) 595-3649
(626) 333-9154 Fax
Thomas Guide 638, C-7

Captain David L. Fender
Lakewood Station (LKD)
5130 N. Clark Ave.
Lakewood, CA 90712
(562) 623-3500
(562) 623-3609 Fax
Thomas Guide 766, B-3

Captain Carl H. Deeley
Lancaster Station (LCS)
501 W. Lancaster Blvd
Lancaster, CA 93534
(661) 948-8466
(661) 723-2438 Fax
Thomas Guide 4015, H-5

Captain Kevin A. Goran
Lennox Station (LNX)
4331 Lennox Blvd
Inglewood, CA 90304
(310) 671-7531
(310) 671-4197 Fax
Thomas Guide 703, D-6

Captain Eric K. Hamilton
Compton Station (CPT)
301 S. Willowbrook Ave.
Compton, CA 90220
(310) 605-6500
(310) Fax
Thomas Guide 734, J-4

Captain Timothy W. Peters
Crescenta Valley Station (CVS)
4554 N. Briggs Ave.
La Crescenta, CA 91214
(818) 248-3464
(818) 249-2791fax
Thomas Guide 534, H-1

Captain Mary D. Campbell
Marina del Rey Station (MDR)
13851 Fiji Way
Marina del Rey, CA 90292
(310) 823-7762
(310) 574-3296 Fax
Thomas Guide 702, B-1

Captain Ralph J. Webb
Norwalk Station (NWK)
12335 Civic Center Dr.
Norwalk, CA 90650
(562) 863-8711
(562) 864-1817 Fax
Thomas Guide 736, J-1

Captain John M. Witt
Palmdale Station (PLM)
750 E. Avenue Q
Palmdale, CA 93550
(661) 272-2400
(661)
Thomas Guide

Captain Michael J. Rothans
Pico Rivera Station (PRV)
6631 S. Passons Blvd
Pico Rivera, CA 90660
(562) 949-2421
(562) 949-5957 Fax
Thomas Guide 676, F-6

Captain James B. Curtis
San Dimas Station (SDM)
270 S. Walnut Ave.
San Dimas, CA 91773
(909) 450-2700
(626) 332-1184 or
(909) 599-1261
(909) 599-7312 Fax
Thomas Guide 600, C-2

Captain Richard A. Adams
Communications & Fleet Management Bureau
1277 N. Eastern Ave.
Los Angeles, CA 90063
(323) 881-8001

Captain Jay E. Zuanich
Lomita Station (LMT)
26123 S. Narbonne Ave.
Lomita, CA 90717
(310) 539-1661
(310) 534-0318 Fax
Thomas Guide 793, G-6

Captain Eric G. Parra **Emergency Operations Bureau** **Department Operations Center** 1275 N. Eastern Avenue Los Angeles, CA 90063 (323) 980-2201 Captain Patrick J. Jordan **Transit Services Bureau North** One Gateway Plaza Los Angeles, CA 90012 (213) 922-3560	Captain Thomas G. Martin **Malibu-Lost Hills Station** (LHS) 27050 Agoura Rd Calabasas, CA 91301 (818) 878-1808 (818) 880-5209 Fax Thomas Guide 558, F-7 Jacques "Anthony" LaBerge **Transit Services Bureau South** 2000 E. Imperial Hwy Captain Los Angeles, CA 90059 (323) 563-5082	Captain Patti A. Minutello **Santa Clarita Valley Station** 23740W. Magic Mountain Parkway Valencia, CA 91355 (661) 255-1121 (661) 287-3641 Fax Thomas Guide 4550, F-3 Captain Richard W. Shaw **Temple Station** (TEM) 8838 E. Las Tunas Dr. Temple City, CA 91780 (626) 285-7171 (626) 286-4342 Fax Thomas Guide 596, H-3

EXHIBIT J

SOFTWARE EVALUATION AGREEMENT

This Software Evaluation Agreement (the "Agreement") is entered into as of 9/27/2007 (the "Effective Date") by and between Northrop Grumman Space & Mission Systems Corp., operating through its Defense Mission Systems Division (hereinafter "LICENSOR") and Los Angeles County Sheriff's Department (hereinafter "EVALUATOR").

Recitals

(a) LICENSOR is the owner of a Command Control Personal Computer (C2PC) software product that was originally developed under contract to the U.S. Government for military use.

(b) EVALUATOR, under time-and-materials Subcontract No. TBD to WFI Government Services, Inc. (WFI), has agreed to fund certain modifications to the C2PC software to allow LICENSOR to develop an upgraded version of such software (C2PC-PS) suitable for use as a demonstration prototype by EVALUATOR.

(c) EVALUATOR desires a no-cost license to use the demonstration prototype to conduct certain user demonstrations and pilot deployments within EVALUATOR's organization; and

(d) LICENSOR desires to grant such a license on terms that recognize the demonstration prototype software has not been approved or tested for operational use in the law enforcement or public safety environment and has not been approved or tested for scalability across EVALUATOR's user infrastructure.

Agreement

In consideration of the foregoing and the covenants contained in this Agreement, the parties agree as follows:

1. **RIGHT TO USE**: LICENSOR hereby grants to EVALUATOR a royalty-free, non-exclusive, non-transferable right to use the demonstration prototype of the Command Control Personal Computer (C2PC-PS) software product (hereinafter inclusively the "Product") for evaluation, demonstration, and pilot purposes only. During Phase 3 and through Project Closeout (Task 8) of Subcontract No. TBD between LICENSOR and WFI, EVALUATOR shall be authorized to use sixty (60) copies of the demonstration Product, within the LASD user community only, for demonstration or pilot deployments. After the term of Subcontract No. TBD, EVALUATOR shall be granted an additional three-hundred-fifty-five (355) licensed copies of the Product for a sixty (60)-month license term. For security reasons, EVALUATOR understands that the Product includes a protective mechanism that allows it to be run on authorized devices only. EVALUATOR must obtain the prior written consent of LICENSOR in order to change the computers designated as authorized devices, which consent will not be unreasonably withheld during the term of this Agreement. Authorized evaluation and demonstration purposes include the period allocated for Phase 3 through Project Closeout (Task 8) of Subcontract No. TBD between LICENSOR and WFI, as well as other demonstrations for users within the Los Angeles County Sherriff's Department (LASD). With prior written consent of LICENSOR, which shall not be unreasonably withheld, EVALUATOR shall also be authorized to conduct demonstrations for law enforcement and public safety users outside of

LASD, provided that LICENSOR is permitted to participate in such demonstrations, if desired, and provided there are no leave-behind copies of the Product.

2. **TERM AND TERMINATION:** The license term shall commence upon completion of the development period under Subcontract No. TBD which shall be evidenced by the date of WFI's receipt of Prototype Installation Acceptance from EVALUATOR for all deliverables at completion of Phase 2 of Subcontract No. _ between LICENSOR and WFI, and shall expire sixty (60) calendar months after Project Closeout (Task 8) under Subcontractor No. TBD. In the event that EVALUATOR neglects or fails to perform or observe any of its obligations under this Agreement, LICENSOR may immediately terminate this Agreement. Concurrent with the expiration of the evaluation period, EVALUATOR shall return the original Product provided by LICENSOR, and purge its system and files of all traces of the Product.

3. **EVALUATION RESULTS:** EVALUATOR agrees to provide the results of its evaluation of the Product through an informal report furnished without cost to LICENSOR. EVALUATOR makes no warranties regarding the accuracy of such report and neither party shall have any liability to the other arising from LICENSOR's receipt and use of such report information or the evaluation results.

4. **RIGHTS TO AND OWNERSHIP OF PRODUCTS:** The Product is limited to object code, and is, and shall remain, the proprietary property of LICENSOR. EVALUATOR shall have the right to use the Product only for the evaluation and demonstration purposes set forth in Article 1 of this Agreement; the Product shall not be used for any other purpose.

5. **COPYRIGHT:** EVALUATOR may not use, modify, or transfer the Product, or any copy thereof, except as expressly provided in this Agreement.

6. **PROPRIETARY RIGHTS AND RESPONSIBILITIES OF EVALUATOR:** EVALUATOR agrees to treat and protect the Product as the proprietary property of LICENSOR, acquiring no rights therein except as provided in this Agreement. EVALUATOR also agrees to acquaint its employees with the EVALUATOR's responsibilities for restricted use of the Products and protection of such proprietary information and to require their compliance with the provisions of this Agreement. No use of the Product by, or disclosure to, third parties is permitted without the prior written authorization of LICENSOR'S Contracts Department. EVALUATOR asserts and warrants that it will not seek to acquire proprietary information about the Product provided in object code form by analysis or decompilation for any purpose, including using such information as a basis for a competitive product or a proprietary product for internal use.

   This Agreement imposes no obligation upon EVALUATOR with respect to proprietary information which:
   (a) was in the EVALUATOR's possession before receipt from LICENSOR;
   (b) is or becomes a matter of public knowledge through no fault of the EVALUATOR;
   (c) is rightfully received by the EVALUATOR from a third party without a duty of confidentiality;
   (d) is independently developed by the EVALUATOR;
   (e) is disclosed under operation of law; or
   (f) is disclosed by the EVALUATOR with LICENSOR'S prior written approval.

7. **EVALUATOR'S RESPONSIBILITY:** EVALUATOR shall have the sole responsibility for adequate protection and backup of its data used in connection with the Products.

8. **EVALUATOR'S REPRESENTATION AND WARRANTY:** EVALUATOR represents and warrants that it will not seek to discover the underlying computer code or design of the Product by analysis or decompilation.

9. **DISCLAIMER OF RESULTS:** COMPUTER-AIDED ANALYSIS SOFTWARE AND OTHER TECHNICAL SOFTWARE ARE TOOLS INTENDED TO BE USED BY TRAINED PROFESSIONALS ONLY. THEY ARE NOT SUBSTITUTES FOR PROFESSIONAL JUDGMENT. COMPUTER-AIDED ANALYSIS SOFTWARE AND OTHER TECHNICAL SOFTWARE ARE INTENDED TO ASSIST WITH ANALYSIS AND ARE NOT SUBSTITUTES FOR INDEPENDENT TESTING AND ANALYSIS. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE PRODUCT, THE PRODUCT HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. LICENSOR SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE PRODUCT. PERSONS USING THE PRODUCT ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF THE PRODUCT. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE PRODUCT AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. PERSONS USING THE PRODUCT ARE RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR VERIFYING THE APPROPRIATENESS AND ACCURACY OF ANY PROGRAM OUTPUT.

10. **WARRANTIES**

10.1 LICENSOR represents and warrants that (a) LICENSOR has the full power and authority to grant the license and all other rights granted by the Agreement to EVALUATOR; (b) no consent of any other person or entity is required by LICENSOR to grant such rights other than consents that have been obtained and are in effect; (c) the Agreement and the Product licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including LICENSOR's creditors; (d) during the term, LICENSOR shall not subordinate the Agreement or any of its rights hereunder to any third party without the prior written consent of EVALUATOR, and without providing in such subordination instrument for non-disturbance of EVALUATOR's use of the Product, and any part thereof, in accordance with the Agreement; and (e) neither the performance of the Agreement by LICENSOR, nor the license to, and use by, EVALUATOR and its users of the Product in accordance with the Agreement will in any way violate any non-disclosure Agreement, nor, to the best of LICENSOR's knowledge, constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, moral, or other rights of any third party.

10.2 Other than the protective locking mechanism identified in Section 1 of this Agreement, LICENSOR warrants, to the best of its knowledge, that the software shall not contain any software routine, code or instruction designed to disable, delete, modify, damage or erase the Product, any component of the Product, or the data contained therein. This includes components that are commonly referred to as "viruses," "back doors," "time bombs," "trojan horses," "worms," or "drop dead devices"(collectively referred to as "Disabling Devices"). LICENSOR represents, warrants and

agrees that it has not purposely placed, nor has knowledge of, any Disabling Devices on any component of the Product provided to EVALUATOR under the Agreement, nor shall LICENSOR knowingly permit any subsequently delivered component of the Product (including any Module, Upgrade, or other software component) to contain any Disabling Devices.

11. **WARRANTY DISCLAIMER:** OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 10 OF THIS AGREEMENT, EVALUATOR ACCEPTS THE PRODUCT "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE SHALL BE FREE FROM INTERRUPTIONS OR ERRORS.

12. **LIMITATION OF LIABILITY:**

12.1 NO INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE TO EVALUATOR UNDER ANY THEORY INCLUDING CONTRACT AND TORT (BOTH NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF USE OF COMPUTER HARDWARE, LOSS OF GOODWILL, ANY ACTIONS OR INACTIONS BASED ON THE RESULTS GENERATED BY THE PRODUCT, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF LICENSOR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES.

12.2 LIMITS ON LIABILITY. IF, FOR ANY REASON, LICENSOR BECOMES LIABLE TO EVALUATOR OR ANY OTHER PARTY FOR DIRECT OR OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE), INCURRED IN CONNECTION WITH THIS AGREEMENT OR THE LICENSED SOFTWARE, THEN:

(a) THE AGGREGATE LIABILITY OF LICENSOR FOR ALL DAMAGES, INJURY, AND LIABILITY INCURRED BY EVALUATOR AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID TO LICENSOR FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM FOR DAMAGES; AND

(b) EVALUATOR MAY NOT BRING OR INITIATE ANY ACT OR PROCEEDING AGAINST LICENSOR ARISING OUT OF THIS AGREEMENT OR RELATING TO

PRODUCT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

12.3 SEPARATE ENFORCEABILITY. Sections 12.1, 12.2(a) and 12.2(b) are to be construed as separate provisions and shall each be separately enforceable.

13. **INDEMNIFICATION:** EVALUATOR shall indemnify and hold harmless LICENSOR and its respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings asserted by third persons arising out of or accruing from use of the Product as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees), provided that LICENSOR furnishes to EVALUATOR prompt written notice of such third-party claims.

14. **EXPORT CONTROL INFORMATION:** The Product contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751, et seq.) Violations of these export laws are subject to severe criminal penalties. Any export of this software must be licensed by the Office of Defense Trade Controls, Department of State, prior to disclosure or transfer to a foreign person, whether in the United States or abroad.

15. **NOTICES:** All notices hereunder shall be in writing and shall be deemed to have been fully given and received (a) when sent and received by facsimile transmission as indicated by a printed notice generated at the time of transmission, or (b) when mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by a nationally recognized overnight courier service and properly addressed to the parties as set forth below.

LICENSOR shall send notices as follows:

LA County Sheriff
Legal Advisory Unit
4700 Ramona Boulevard
Monterey Park, CA 91754

Attn: Gary Gross
Facsimile #: 323-267-6687

EVALUATOR shall send notices as follows

Northrop Grumman Space & Mission Systems Corp.
Defense Mission Systems Division
2340 Duller Corner Boulevard
Herndon, VA 20171

Attn: Kristin Knox
Facsimile #: (703) 561-4893

16. **SOFTWARE SUPPORT:** Should EVALUATOR require any support, maintenance or help-desk services from LICENSOR during the term of this Agreement following the completion of Subcontract No. TBD, EVALUATOR shall procure such services under a separate time-and-materials contract with LICENSOR based on mutually-agreeable terms and conditions.

17. **GENERAL:** This Agreement supersedes all prior agreements concerning the subject matter herein and shall be governed by the laws of the State of California. EVALUATOR may not assign its rights, duties or obligations under this Agreement without the prior written consent of LICENSOR. The provisions of Sections 4, 5, and 6 above shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

LICENSOR
NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP.

Signature: Kristin Knox
Name: Kristin Knox
Title: Contract Administrator
Date: 9/27/07

EVALUATOR:
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT K

C2PC-PS DEMONSTRATION SOFTWARE ACCEPTANCE CERTIFICATE

PROJECT IDENTIFICATION[1]

Contract Number and Date:

Contractor Name **KRATOS GOVERNMENT SOLUTIONS, INC.**

Date Acceptance Certificate Submitted:

Acceptance Date:

Re-Submission: YES NO

If yes list past Submissions:

Date of Past Rejections	Reason for Rejection

DELIVERABLE INFORMATION (If appropriate, information for multiple Deliverables may be included for approval on a single acceptance form.)

Deliverable # 6.1	Deliverable Date:
Deliverable Name: Command Control Personal Computer – Public Safety (C2PC-PS)	
Deliverable Definition:	
Deliverable Acceptance Criteria:	

Deliverable Definition: A detailed definition of this Deliverable with respect to which this C2PC-PS Acceptance Certificate is being submitted, as such is described in the Statement of Work and the PCD.
Acceptance Criteria: For the C2PC-PS demonstration application, list the acceptance criteria which must be met in order to achieve such County's Acceptance of such Deliverable, as set forth in the PCD.

[1] Capitalized terms used in this Acceptance Certificate have the meanings given to such terms in the Agreement identified by Contract Number and Date above (the "Agreement") or, if not defined therein, in Exhibit B (Statement of Work) to the Agreement (the "Statement of Work").

CERTIFICATION BY CONTRACTOR:

By its signature below, Contractor hereby certifies to County that as of the date of this C2PC-PS Demonstration Software Acceptance Certificate, it has satisfied all conditions precedent in the Agreement, including the Exhibits thereto to the completion of the C2PC-PS Demonstration Software (the Deliverable) set forth above, including satisfaction of the acceptance criteria applicable to such Deliverable and County's approval of the Work performed in connection with the achievement of such Deliverable. Contractor further represents and warrants that the Work performed in respect of the described Deliverable has been completed in accordance with the Exhibit B (Statement of Work). Attached hereto is a copy of all supporting documentation required pursuant to the Agreement and Exhibit B (Statement of Work), including any additional documentation reasonably requested by County.

Contractor: _____ Date: _____
Contractor Project Director

COUNTY REVIEWER INFORMATION

Reviewer 1

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

Reviewer 2

Reviewer Name: Dept: Role:

Deliverable Name:

Recommended Action: Approve Reject

Reviewer Comments:

Reviewer Signature:_____ Date:

COUNTY APPROVER INFORMATION

Approver Name: Role: County Project Director

Deliverable Name:

Action Approve: Reject:

Approver Comments:

Approver Signature:_____ Date:
County Project Director