



MEETING DATE: 10/4/04
ITEM NO. 9

COUNCIL AGENDA REPORT

DATE: September 23, 2004
TO: MAYOR AND TOWN COUNCIL
FROM: DEBRA J. FIGONE, TOWN MANAGER
SUBJECT: ADOPT RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE A SECOND AMENDMENT TO THE JOINT FUNDING AGREEMENT (JFA) WITH OTHER SANTA CLARA COUNTY CITIES TO UPDATE THE CURRENT SCOPE AND AUTHORITY OF THE SILICON VALLEY REGIONAL INTEROPERABILITY PROJECT (SVRIP).

RECOMMENDATION:

Adopt resolution authorizing the Town Manager to execute a second amendment to the Joint Funding Agreement (JFA) with other Santa Clara County cities to update the current scope and authority of the SVRIP.

BACKGROUND:

Public safety agencies in Santa Clara County have been confronted with a number of performance issues associated with inefficient and untimely exchange of information, a lack of inter-agency field communication, and unnecessarily long call processing times. These limitations severely impact the delivery of timely and quality law enforcement, fire and emergency medical services in Los Gatos and throughout the County.

Public safety operations require effective command, control, coordination, communication and sharing of information from criminal justice and public safety agencies, as well as public utilities, transportation companies and, in some instances, even private industry.

In 1998, at the direction of the Santa Clara County City Mangers' Association, the Satna Clara County Police and Fire Chiefs established two working groups to study interoperability issues. Interoperability provides public safety with the ability to talk across disciplines and jurisdictions via radio communications systems, exchanging voice and/or data with one another on demand, in real time, when needed.

PREPARED BY: Scott R. Seaman, Chief of Police
C:\JFAfrontpage.wpd

Reviewed by: PSJ Assistant Town Manager OK Town Attorney Clerk SL Finance
 Community Development Revised: 9/27/04 3:44 pm

Wm. J. Smith

PAGE 2

MAYOR AND TOWN COUNCIL

SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A SECOND AMENDMENT TO THE JOINT FUNDING AGREEMENT (JFA) WITH OTHER SANTA CLARA COUNTY CITIES TO UPDATE THE CURRENT SCOPE AND AUTHORITY OF THE SILICON VALLEY REGIONAL INTEROPERABILITY PROJECT (SVRIP).

September 23, 2004

In 2001, this collaboration was solidified under a formal governance structure. A Joint Funding Agreement was executed by governing bodies from the Cities of Palo Alto, Cupertino, Mountain View, Sunnyvale, Santa Clara, Campbell, Morgan Hill, Milpitas, Gilroy, Monte Sereno, Los Altos, San Jose, Saratoga, the Towns of Los Altos Hills and Los Gatos, San Jose State University, the California Department of Forestry (South County Fire District) and the Santa Clara Valley Water District. The Silicon Valley Regional Interoperability Project (SVRIP) was established at that time. A Steering Committee was established to provide oversight for the project. A copy of the organizational structure for the project is provided in Attachment 2.

Each participating jurisdiction (Network Participant) made an equal contribution of approximately \$19,500 as "seed" funding to hire a consultant, tasked with determining the interoperability needs of the stakeholder agencies and making recommendations to achieve seamless interoperability.

The Steering Committee conducted an exhaustive search for professional services to assist with the project, issued a competitive Request for Proposal (RFP) and hired Northrop Grumman in November 2003 to serve as Project Manager and Systems Integrator on the SVRIP (Attachment 3).

DISCUSSION

Since its inception, the SVRIP has sought to address both voice communication interoperability and the need for real-time, on-demand exchange of information. Those involved with the project have long understood that, along with the technological changes needed to effectuate true interoperability, business process and operational change would be needed as well.

The expanded scope of the second amendment to the JFA provides the structure necessary to keep the SVRIP efforts moving forward, continue outreach to other local, state and federal agencies, establish partnerships with other private and governmental entities and take full advantage of funding opportunities as they become available. Such outreach and regional approaches to solving interoperability issues is now a requirement imposed to gain access to federal funding.

The amendment: 1) provides an update on the status of the project, documenting the funding received to date on the SVRIP; 2) redefines and updates the purpose of the project; 3) allows for partnerships with other government agencies and private enterprise; 4) establishes a website; 5) allows for demonstration "pilot" projects; 6) expands the composition of the Steering Committee to reflect a need to have a County Executive on the Committee and a representative from the San Jose UASI; and 7) provides for the addition of new ad-hoc members.

The amendment contemplates the future of interoperability and provides enough scope and authority to ensure the project can continue moving forward. It further defines the fiscal agent responsibility, which, along with legal services, has been provided by the City of Mountain View.

PAGE 3

MAYOR AND TOWN COUNCIL

SUBJECT: AUTHORIZE THE TOWN MANAGER TO EXECUTE A SECOND AMENDMENT TO THE JOINT FUNDING AGREEMENT (JFA) WITH OTHER SANTA CLARA COUNTY CITIES TO UPDATE THE CURRENT SCOPE AND AUTHORITY OF THE SILICON VALLEY REGIONAL INTEROPERABILITY PROJECT (SVRIP).

September 23, 2004

Under this amended agreement, the SVRIP can continue in its efforts to achieve interoperability and build on the successes to date on the project. Continued participation on the SVRIP has a great benefit to the Town of Los Gatos and the community it serves.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

FISCAL IMPACT:

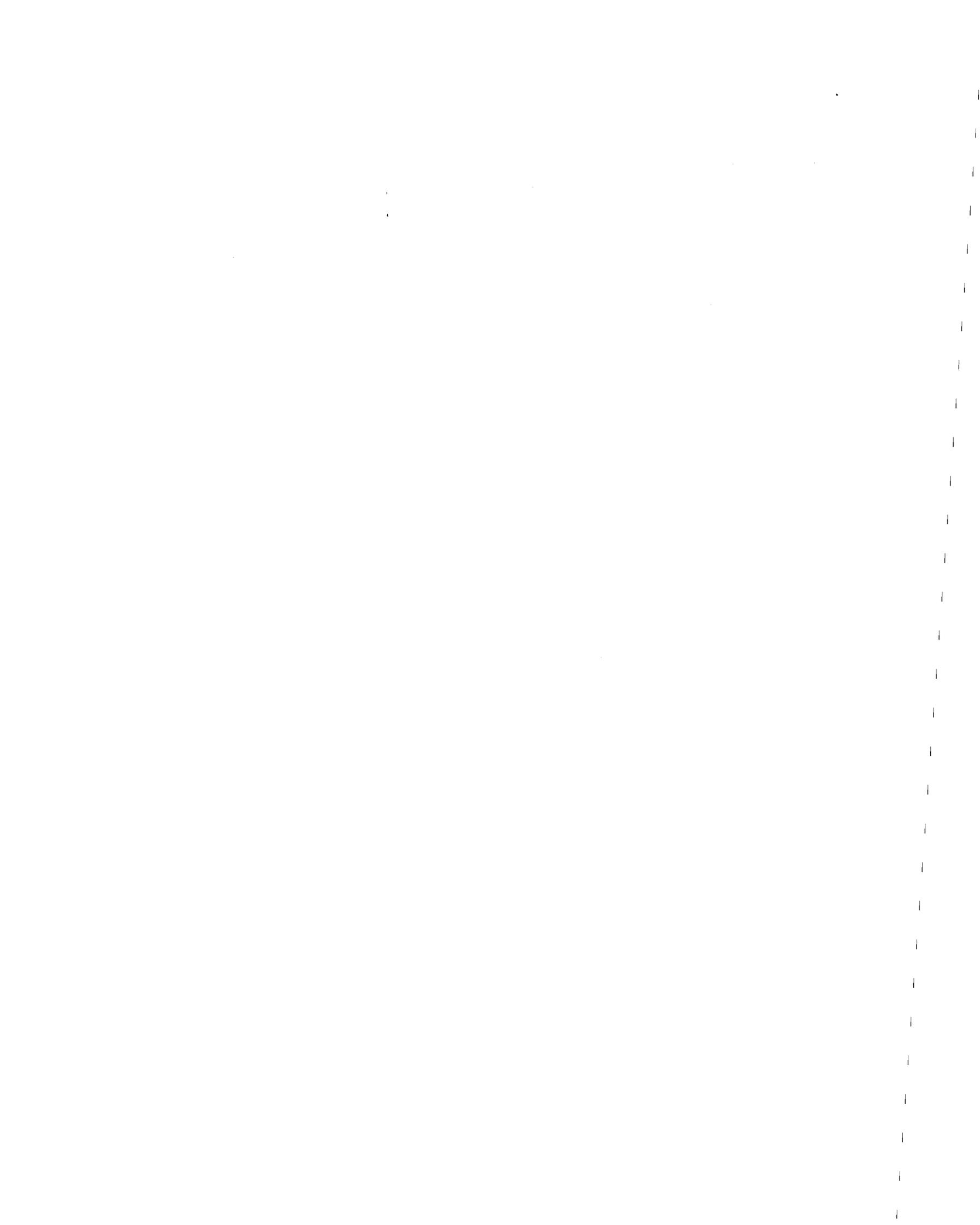
To date the project has secured an additional \$10 million in federal grant funds to carry the project. No appropriation of monies by the Town Council is required at this time.

Attachments:

1. Resolution
2. SVRIP organizational chart
3. Original Agreement with Northrup Grumman

Distribution:

General



RESOLUTION NO.

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AUTHORIZING THE TOWN MANAGER TO EXECUTE A SECOND AMENDMENT TO THE JOINT FUNDING AGREEMENT (JFA) WITH OTHER SANTA CLARA COUNTY CITIES TO UPDATE THE CURRENT SCOPE AND AUTHORITY OF THE SILICON VALLEY REGIONAL INTEROPERABILITY PROJECT (SVRIP).

WHEREAS, in 1998, the Santa Clara County City Managers' Association, the Santa Clara County Police and Fire Chiefs' established working groups to study interoperability issues, and:

WHEREAS, in 2001 this collaboration was solidified under a formal governance structure, and;

WHEREAS, each participating jurisdiction made an equal contribution of approximately \$19,500 as seed funding to hire a consultant (Northrup Grumman), and;

WHEREAS, the expanded scope of the second amendment to the JFA provides the structure necessary to keep the SVRIP efforts moving forward, continue outreach to other local, state and federal agencies, establish partnerships with other private and governmental entities and take full advantage of funding opportunities;

THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Los Gatos, County of Santa Clara, State of California, that the Town Manager is authorized to execute a second amendment to the joint funding agreement with other Santa Clara County cities to update the current scope and authority of the SVRIP.



PASSED AND ADOPTED at a _____ meeting of the Town Council of the Town of Los Gatos, California, held on the _____ day of _____, 200__ by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

**MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA**

ATTEST:

**CLERK OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA**

SECOND AMENDED SANTA CLARA COUNTY DATA COMMUNICATIONS NETWORK JOINT FUNDING AGREEMENT

This Second Amended Joint Funding Agreement ("Agreement") is made by and between the Cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, the Towns of Los Gatos, Los Altos Hills, the South Santa Clara County Fire District, County of Santa Clara, San Jose State University and the Santa Clara Valley Water District (individually referred to as "Network Participant" and collectively "Network Participants") and is dated for identification purposes this 1st day of September, 2004.

Recitals

WHEREAS, the Network Participants established the Silicon Valley Regional Interoperability Project ("SVRIP") for the purpose of creating county wide radio interoperability and a public safety radio and data communications network; and

WHEREAS, achieving this objective will enable the real time exchange of event and resource information between and amongst automated and non-automated Public Safety Dispatch Centers and key stakeholder agencies within Santa Clara County to improve public safety and emergency services by enhancing field communications during emergencies, reducing response time of emergency resources and enabling intelligence information sharing amongst and between key stakeholder agencies; and

WHEREAS, Network Participants desire to continue to participate in the SVRIP to design, architect and implement a county-wide regional radio interoperability and integrated data communications network system that can be implemented in each of the respective agencies at a significant cost savings to each Network Participant; and

WHEREAS, the Network Participants also desire to integrate the SVRIP network solution(s) with other regions throughout the Bay Area for the purposes of enhancing public safety operations during regional disasters or other public safety operations; and

WHEREAS, the Network Participants have committed to collaboratively solving interoperability and communication issues throughout Santa Clara County

WHEREAS, Network Participants have previously established a Steering Committee to oversee and manage the SVRIP and coordinate interoperability, technological and any other initiatives that impact interoperability on a local or regional basis; and

WHEREAS, the Network Participants have committed staff resources to research and assess the needs for the Network Participant agencies; and

WHEREAS, each of the Network Participants have contributed an equal share of funds to establish the SVRIP; and

WHEREAS, on November 3, 2003, the Network Participants retained the professional services of Northrop Grumman Corporation ("NGC") to provide professional management services and to work with the Network Participants to define the scope of the SVRIP, research industry solutions and develop recommendations, create a system specification document, identify potential vendors, and prepare a Request For Proposal for a radio interoperability and data integration network solution; and



WHEREAS, the SVRIP has secured Federal Homeland Security funding, as allocated by the Operational Area Approval Authority, to assist in financing NGC's work for the SVRIP; and

WHEREAS, the SVRIP is partnering with NGC to identify alternative funding sources; and

WHEREAS, the SVRIP has secured approximately \$713,000 in federal funding and together with Network Participant funds in the SVRIP account has purchased the required equipment to implement a single command and control interoperability radio channel (BayMACS) and contracted with Santa Clara County Communications (a Network Participant) to install and maintain the BayMACS radio system; and

WHEREAS, the SVRIP is partnering with the City of San Jose (a Network Participant) and has received approximately \$3.7 million in federal monies through the COPS FY 2003 Interoperable Communications Technology Program to serve as a "model interoperability solution" by implementing a regional microwave network that will serve as a "information pathway" for future interoperability solutions; and

WHEREAS, the SVRIP is working with congressional representatives, and state and federal agencies to secure additional funding for interoperability solutions; and

WHEREAS, the SVRIP is working with other regional interoperability initiatives in the Bay Area through the Urban Area Security Initiative (UASI) Advisory Council and the Bay Area UASI Working Group; and

WHEREAS, the SVRIP is currently in the design phase of the project and opportunities are arising to obtain federal funding and to participate in regional interoperability efforts through "Proof of Concept" and "Pilot" demonstration projects using state, federal or other alternative funds at no increased cost to the Network Participants; and

WHEREAS, the composition of the Steering Committee should be expanded to reflect that interoperability has become a federal initiative and to allow the Network Participants to take advantage of current and future opportunities such as the availability of funding for interoperability, coordination and participation in interoperability initiatives on a local and regional level, and demonstration or pilot projects;

WHEREAS, the Network Participants previously approved a Santa Clara County Data Communications Network Joint Funding Agreement for the SVRIP in May 2001;

WHEREAS, the Network Participants amended the Santa Clara County Data Communications Network Joint Funding Agreement for the SVRIP in March of 2002; and

WHEREAS, Network Participants now desire to amend the Santa Clara County Data Communications Network Joint Funding Agreement to correspond to the current status and funding successes of the SVRIP.

THEREFORE, the Network Participants hereby amend the Joint Funding Agreement to read as follows:

A. Purpose

In accordance with California Government Code Section 6502, the purpose of this Agreement is not to create an independent authority but to jointly exercise the purchasing and contracting power of all the Network Participants to:

1. Retain the professional services of consultants and/or related services for the conceptual design and implementation of a countywide and regional/multi-regional interoperability solution(s), and
2. Purchase hardware and/or software related to the SVRIP interoperability solution(s); and
3. To execute lease, installation and/or maintenance agreements for project equipment, and lease and/or license agreements for housing project equipment and leases for office space or lease expenses, on behalf of the SVRIP directly related to implementing SVRIP interoperability solutions; and
4. To work with federal and state agencies, congressional representative and private entities to fund participation in the costs related to demonstration projects, pilot projects and implementation of interoperability solutions / network(s); and
5. To establish and maintain a website to facilitate information sharing on behalf of the SVRIP and related Network Participant communication; and
6. To jointly apply for state, federal and/or private funding grants for SVRIP through the implementation phase of the project; and
7. To enter into agreements with other governmental agencies to achieve interoperability; and
8. To pay for SVRIP travel and other related expenses approved by the Steering Committee.

B. Authorization

Each Network Participant is authorized by its respective governing body or Board of Directors to jointly exercise the Network Participant's individual power as set forth herein.

C. Steering Committee

1. a. Composition:

- (1) The Steering Committee shall consist of an odd number of members to allow for a clear majority vote. The following voting representatives shall be appointed from their respective associations on the Steering Committee:
 - (a) A City Manager from the Santa Clara County/Cities Managers' Association;
 - (b) A Fire Chief from the Santa Clara County Fire Chief's Association;
 - (c) A Police Chief from the Santa Clara County Police Chief's Association;
 - (d) The Santa Clara County Executive or his or her designee;

- (e) A Metropolitan Statistical Area Representative from the San Jose UASI;
- (g) A Data Project Director designated by a majority vote of the Steering Committee;
- (f) A Radio Project Director designated by a majority vote of the Steering Committee;
- (g) A representative from the Public Safety Communications Manager's Association;
- (h) A Project Coordinator designated by a majority vote of the Steering Committee;

(2) Ad hoc Members. The Steering Committee shall include the following non-voting Ad Hoc representatives:

1. Project Attorney(s) designated by the Steering Committee;
2. Finance Director or designee from the Network Participant serving as Fiscal Agent for the SVRIP;
3. Public Information Officer (PIO) from a Network Participant agency, and designated by the Steering Committee, for coordinating media relations related to the SVRIP; and
4. Other Network Participant agency staff as required and as determined by the Steering Committee

2. Voting. It has been the practice of the Steering Committee to act by consensus. In the event that the Steering Committee is not able to reach a consensus on an issue, a majority vote of the voting representatives shall be determinative.

3. Changes in Committee Membership. Any modifications to the composition of the Steering Committee will be determined by a majority vote of the Steering Committee. However, No voting representative position on the Steering Committee may be eliminated without the approval of the represented entity or association. The Steering Committee shall ensure that the Network Participants are notified of changes in the Steering Committee membership.

4. Authority

a. Delegation of Authority. Each Network Participant hereby grants the Steering Committee authority to act on behalf of the SVRIP to: (1) purchase professional services, and radio, computer or telecommunications hardware/software, other services or goods directly related to the SVRIP as provided herein; (2) lease real property for housing project equipment or for office space; (3) purchase installation and/or maintenance services from individual Network Participant agencies or 3rd party vendors related to systems implemented as part of the SVRIP; (4) apply for state, federal and/or private alternative funding grants on behalf of the Network Participants for the SVRIP; (5) participate in demonstration projects related to the SVRIP; (6) receive and spend any grant funding or other funding obtained on behalf of the SVRIP; (7) execute and administer any agreements that may be necessary to exercise the authority granted in this paragraph; (8) meet with state and federal governmental agencies and political representatives regarding the SVRIP; and (9) pay for SVRIP travel and project related expenses approved by the Steering Committee.

b. Limitation. The Steering Committee is authorized to spend only those monies: (1) previously paid by each of the Network Participants under the March 5, 2002, Amended Santa Clara County

Data Communications Network Joint Funding Agreement; and (2) any grant funding received by the SVRIP provided the funding is spent in accordance with any and all requirements of any applicable grant, purchasing or bidding regulations.

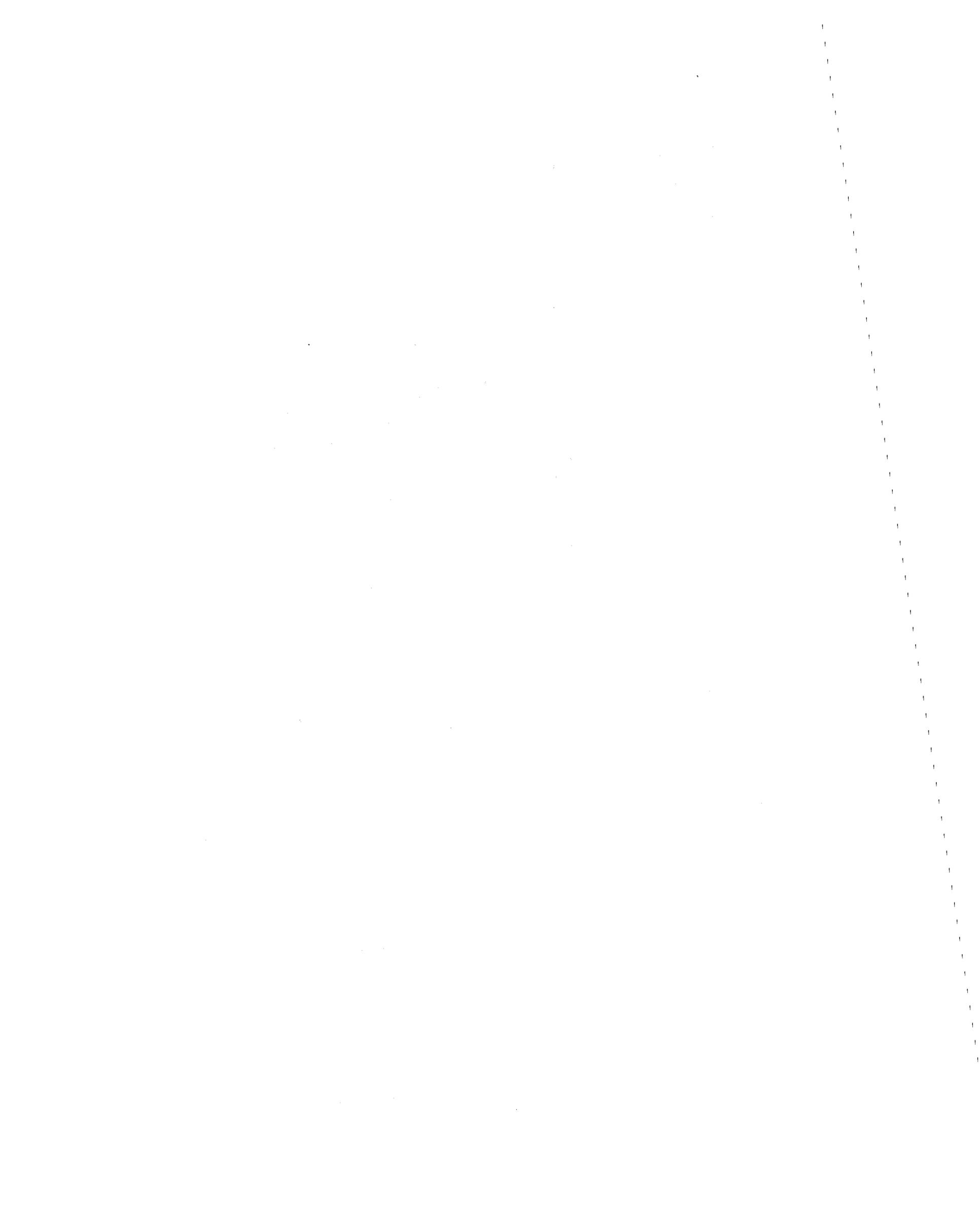
D. Duties and Responsibilities of Fiscal Agent

1. Agency/Trust Account: A Network Participant shall serve as the Fiscal Agent for the SVRIP. The City of Mountain View currently serves as the Fiscal Agent for the SVRIP. The Fiscal Agent shall deposit all the payments it receives on behalf of the Network Participants, including any grant or alternative funding into an Agency/ Trust Account. In lieu of an administrative fee for administering the account, no interest shall accrue to the account. The Steering Committee shall designate in writing three (3) Steering Committee members who have legal authority to approve invoice payment requests related to the SVRIP. Upon receipt of written authorization from two (2) of the three (3) designated Steering Committee designees, the Fiscal Agent shall make payments on behalf of the Network Participants pursuant to an executed agreement with the Network Participants.
2. Use of Funding: The Fiscal Agent shall only spend the monies received under this Agreement in accordance with section C.4 of this Agreement, upon receipt of an approved invoice from the Steering Committee, and in accordance with any applicable grant requirements or other regulations.
3. Grant Reporting and Audit Requirements: The Network Participants shall be responsible for any reporting or audit requirements and related costs required for any grant funding received by the SVRIP. The Steering Committee shall coordinate any required reports or audit responses. The Fiscal Agent, and any other Network Participant, shall respond to any reasonable requests from the Steering Committee for information that may be required to comply with grant reporting or audit requirements.
4. Accounting: Except as may be required by any applicable grant agreement, no more than twice per fiscal year and only upon receipt of written request from the Steering Committee, the Fiscal Agent will provide an accounting to the Steering Committee of the monies paid from the Agency/Trust Account pursuant to this Joint Funding Agreement.

E. Term.

This Agreement shall terminate upon written notice from the Steering Committee that the objectives of the SVRIP have been achieved. Such notice will include a plan for the disposition of all assets held on behalf of the Network Participants. Upon receipt of that notice, the Network Participants shall have thirty (30) days to register any objections in writing with the Steering Committee relating to this Agreement.

Any Network Participant may withdraw from this Agreement effective at least one hundred twenty (120) days prior written notice to each of the other Network Participants. The Network Participants acknowledge that they have already received the maximum benefit of their financial contribution to the SVRIP and a Network Participant is not entitled to any reimbursement of its contribution upon withdrawal from the SVRIP.



F. Indemnification.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Network Participants pursuant to Government Code Section 895.6, the Network Participants agree that all losses or liabilities incurred by any Network Participant shall not be shared pro rata but instead each of the Network Participants agree that pursuant to Government Code Section 895.4, each of the Network Participants hereto shall fully indemnify and hold each of the other Network Participants, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or any liability arising out of the performance of this Agreement, payments or purchases made by the Fiscal Agent pursuant to the terms of this Agreement or the acts of the Steering Committee on behalf of the Network Participants.

G. Notices.

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other Network Participants at the addresses set forth on the signature pages of this Agreement or at such other address as the Network Participants may designate in writing in accordance with this section.

H. Governing Law.

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement will be in the County of Santa Clara.

I. Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with the applicable law or stricken, if not so conformable, so as not to affect the validity or enforceability of this Agreement.

The Network Participants have caused this Amended Agreement to be executed by their duly authorized representatives.

CITY OF CAMPBELL

Bernard Strojny, City Manager
City of Campbell
70 North First Street
Campbell, CA 95008

CITY OF CUPERTINO

David Knapp, City Manager
City of Cupertino
10300 Torre Avenue
Cupertino, CA 95014

CITY OF GILROY

Jay Baksa, City Administrator
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CITY OF LOS ALTOS

Phil Rose, City Manager
City of Los Altos
1 North San Antonio Road
Los Altos, CA 94022

TOWN OF LOS ALTOS HILLS

Maureen Cassingham, Town Manager
Town of Los Altos Hills
25379 Fremont Road
Los Altos Hills, CA 94022

TOWN OF LOS GATOS

Debra Figone, Town Manager
Town of Los Gatos
110 E Main Street
Post Office Box 949
Los Gatos, CA 95031

CITY OF MILPITAS

Thomas Wilson, City Manager
City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035

CITY OF MONTE SERENO

Brian Loventhal, City Manager
City of Monte Sereno
18041 Saratoga-Los Gatos Road
Monte Sereno, CA 95030

CITY OF MORGAN HILL

Ed Tewes, City Manager
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

CTY OF MOUNTAIN VIEW

Kevin Duggan, City Manager
City of Mountain View
500 Castro Street
Post Office Box 7540
Mountain View, CA 94039

CITY OF PALO ALTO

Frank Benest, City Manager
City of Palo Alto
250 Hamilton Avenue
Post Office Box 10250
Palo Alto, CA 94303

CITY OF SAN JOSE

Del Borgsdorf, City Manager
City of San Jose
801 North First Street, Room 436
San Jose, CA 95110

CITY OF SANTA CLARA

Jennifer Sparacino, City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

COUNTY OF SANTA CLARA

Pete Kutas, Jr., County Executive
Santa Clara County
70 West Hedding Street
Eleventh Floor, East Wing
San Jose, CA 95110

CITY OF SARATOGA

Dave Anderson, City Manager
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070

SAN JOSE STATE UNIVERSITY

Andre Barnes, Chief of Police
San Jose State University Police
One Washington Square
San Jose, CA 95192

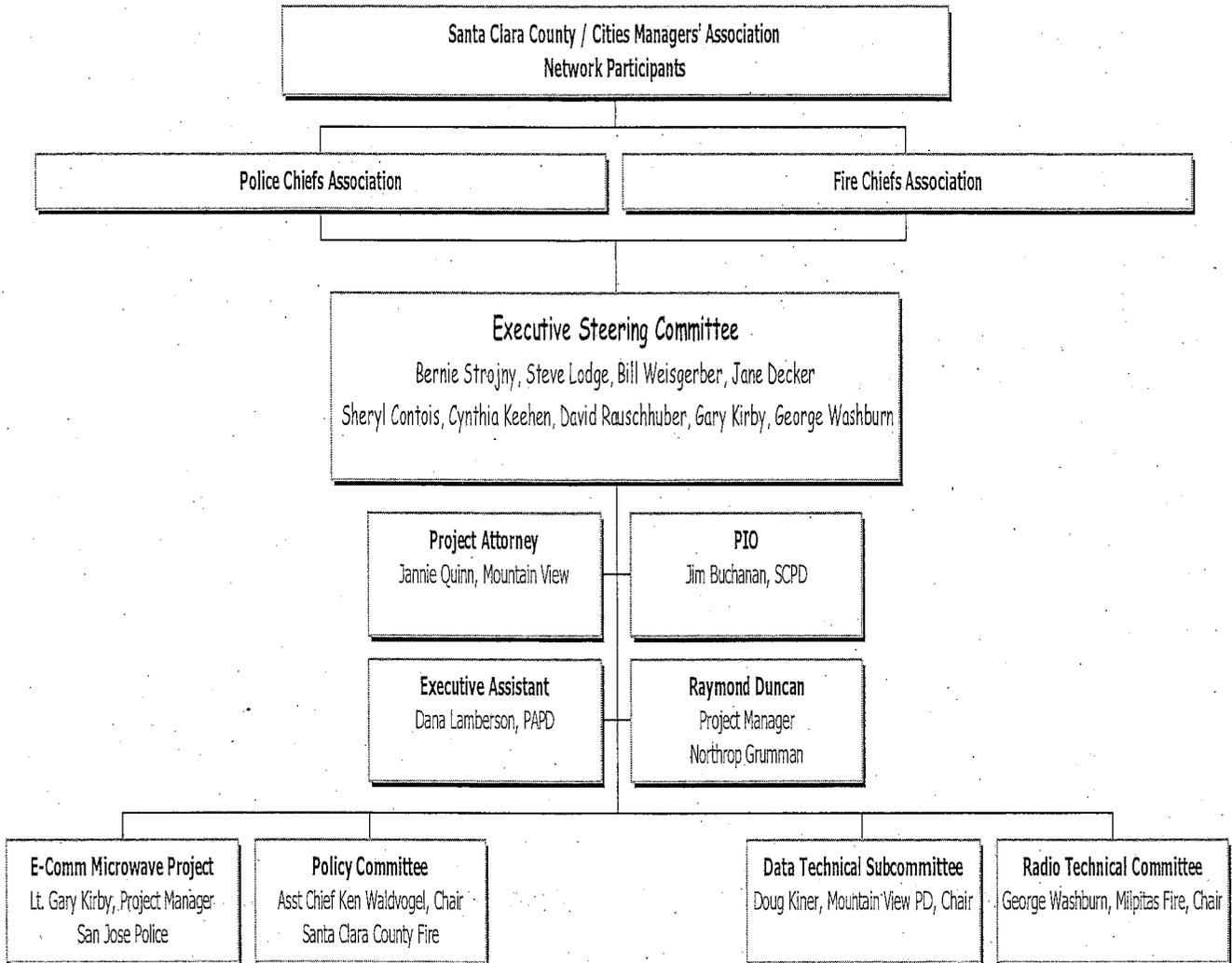
SOUTH SANTA CLARA COUNTY FIRE DISTRICT

Steven Woodill, Fire Chief
South Santa Clara County Fire District
Protection
15670 Monterey Street
Morgan Hill, CA 95037

SANTA CLARA VALLEY WATER DISTRICT

Stanley M. Williams, Chief Executive Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3614

Silicon Valley Regional Interoperability Project Organization Chart



NORTHROP GRUMMAN
Mission Systems

Northrop Grumman Space & Mission Systems Corp.
Civil Systems Division
12011 Sunset Hills Road
Reston, Virginia 20190
Telephone 703-968-1000

28 October 2003

Palo Alto Police Department
275 Forest Avenue
Palo Alto, CA 94301

Attention: Ms. Sheryl A. Contois
Technical Services Coordinator

Subject: Silicon Valley Regional Operability Project Agreement and Statement of Work

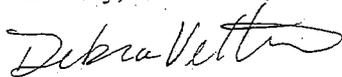
Dear Ms. Contois:

Northrop Grumman is extremely pleased to enclose two copies of the Agreement and Statement of Work for the Silicon Valley Interoperability Project signed by a duly authorized representative of Northrop Grumman. Please attach a copy of the Joint Funding Agreement to this package.

We request that the authorized representatives of the Network Participants sign the documents and return one copy to the undersigned at our meeting scheduled for 10 November 2003 in the City of Campbell Offices. In the interim, please fax a copy of the signature page to my Los Angeles office at 213.830.9975 so that we may make administrative preparations for the project kick-off on 10 November 2003.

If you have any questions or require additional information, please contact Raymond Duncan (Program Manager) at 703.405.6189 or the undersigned at 831.247.4860.

Sincerely,



for
Christine Kelsey
Contracts Manager

Enclosures: Agreement Terms and Conditions
Attachment A: Statement of Work
Attachment B: Project Schedule
Attachment C: Joint Funding Agreement
Attachment D: Payment Schedule

**AGREEMENT BETWEEN
NETWORK PARTICIPANTS
AND NORTHROP GRUMMAN SPACE AND MISSION SYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES RELATED TO THE SILICON VALLEY REGIONAL
INTEROPERABILITY PROJECT**

This Agreement is dated for identification November 3, 2003, and is made by and between the cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, South Santa Clara County Fire District, County of Santa Clara, Towns of Los Altos Hills and Los Gatos, San Jose State University and the Santa Clara Valley Water District (hereinafter "NETWORK PARTICIPANTS") and Northrop Grumman Space & Mission Systems Corp., by and through its Northrop Grumman Mission Systems Sector ("Northrop Grumman") having its principal place of business at 12011 Sunset Hills Road, Reston, VA 20190 (hereinafter referred to as "CONTRACTOR"), with respect to the following facts:

RECITALS

WHEREAS, the Santa Clara County/Cities Managers' Association has established a Santa Clara County Data and Radio Communications Task Force for the purpose of creating a county wide radio interoperability and public safety radio and data communications network now known as the Silicon Valley Regional Interoperability Project to enable the real time exchange of event and resource data between automated and non-automated Public Safety Communications Centers within Santa Clara County to improve public safety and emergency services by enhancing field communications during emergencies and reducing response time of emergency resources; and

WHEREAS, the cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, South Santa Clara County Fire District, County of Santa Clara, Towns of Los Altos Hills, Los Gatos, San Jose State University and the Santa Clara Valley Water District (individually referred to as "NETWORK PARTICIPANT" and collectively "NETWORK PARTICIPANTS") all desire to contract with a single CONTRACTOR to manage the Silicon Valley Regional Interoperability Project and assist the Network Participants in obtaining grants or other funding to implement the project; and

WHEREAS, NETWORK PARTICIPANTS desire to retain the services of CONTRACTOR to provide professional project management services; and

WHEREAS, CONTRACTOR is a qualified professional capable of providing the certain professional services, which NETWORK PARTICIPANTS seek; and

WHEREAS, NETWORK PARTICIPANTS have executed a Joint Funding Agreement authorizing a Communications Network Steering Committee currently consisting of a City Manager from the Santa Clara County/Cities Managers' Association; a Fire Chief from the Santa Clara County Fire Chiefs Association; a Police Chief from the Santa Clara County Police Chiefs Association; and two representatives from the Public Safety Communications Manager's Association to act on its behalf to execute and administer a professional services agreement with CONTRACTOR; and

WHEREAS, the parties hereto wish to enter into an AGREEMENT pursuant to which CONTRACTOR shall perform work and furnish deliverables as described herein for the consideration and upon the terms and conditions as hereinafter provided,

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, NETWORK PARTICIPANTS do hereby engage CONTRACTOR, and CONTRACTOR agrees, to perform the services set forth herein in accordance with the following terms and conditions.

1. Description of Services. CONTRACTOR shall provide the services outlined in the Statement of Work attached as Attachment A.
2. Schedule and Term. The schedule for performing said services shall be completed no later than 28 June 2004 as set forth in the Schedule attached to this Agreement as Attachment B.
3. Compensation. Total compensation for providing services under this Agreement, including expenses shall not exceed the firm-fixed price of \$994,431 for CLIN 001, CDRLs 001 through 008. SI shall provide Project Management services at the firm fixed price included under CLIN001. In the event that SI does not complete the Project within the timelines set forth in the Project Plan and Schedule, SI shall not charge Customer any additional Project Management costs to complete the Project provided that Customer has satisfied its obligations set forth in this SOW.
4. Funding. In addition to grant funding, each of the NETWORK PARTICIPANTS has appropriated it's a proportionate share of the funding for this Project under this Agreement and these funds may be used for CONTRACTOR's services pursuant to a Joint Funding Agreement, attached to this Agreement as Attachment C These funds are on deposit in an agency account managed by City of Mountain View (hereinafter "CITY").
5. Scope of Project. The Silicon Valley Regional Project consists of two distinct phases of work:

Phase 1: – Definition, Recommendations, System Specification, Alternative Funding and Preparation of a Request for Proposal for a radio interoperability and data integration system;

Phase 2: – System Engineering, Integration, Deployment, Implementation and Systems Verification of a radio interoperability and data integration system.

The descriptors of Phase 1 and Phase 2 of the entire Silicon Valley Regional Interoperability Project are separate and distinct from the phased approach used to describe only the Radio Project portion of the Silicon Valley Regional Interoperability Project.

Northrop Grumman will continue as System Integrator in Phase 2 and serve as the Prime Contractor. The Prime Contractor will be responsible for Program development through completion of Phase 2, to include Subcontractor procurement and management. To the extent permitted by law and any requirements or conditions attached to any alternative funding, including but not limited to grants, CONTRACTOR shall not be precluded from the competitive procurement of other engineering services and/or software solutions in support of Phase 2 of the Silicon Valley Regional Interoperability Project.

6. Deliverables. Agreement Deliverables are identified in the Statement of Work, Attachment A to this Agreement. All Deliverables shall be deemed submitted by CONTRACTOR as of the date of receipt by the PROJECT COORDINATOR.
7. Expansion of Scope of Project (omit if project is fully funded at commencement)
 - a. Process

In the event funds become available to the NETWORK PARTICIPANTS to compensate CONTRACTOR for additional deliverables described in the Statement of Work, Attachment A, during the term of this Agreement, NETWORK PARTICIPANTS shall notify CONTRACTOR in writing by a Change Order to add any deliverables. Prior to commencing any work on the additional deliverable, the Parties must execute a written amendment to this Agreement in accordance with Article 30, Changes.
 - b. Price and Terms

The Payment Schedule attached as Attachment D to this Agreement contains the price for all deliverables contemplated for Phase 1 of the Silicon Valley Regional Interoperability Project. The prices for these deliverables shall remain firm during the term of this Agreement.

8. Communications Steering Committee.

a. Powers:

Under a Joint Funding Agreement (Attachment C), each of the NETWORK PARTICIPANTS has delegated its power to execute this professional services agreement to the Communications Network Steering Committee, (hereinafter "STEERING COMMITTEE"). The authority of the STEERING COMMITTEE includes, but is not limited to, the power to authorize payment for services rendered under this Agreement and the power to terminate this Agreement on behalf of all NETWORK PARTICIPANTS.

b. Members:

The Communications Network Steering Committee currently consists of a City Manager from the Santa Clara County/Cities Managers' Association; a Fire Chief from the Santa Clara County Fire Chiefs Association; a Police Chief from the Santa Clara County Police Chiefs Association; and two representatives from the Public Safety Communications Manager's Association. The composition of the Steering Committee may change from time to time and PROJECT COORDINATOR shall notify CONTRACTOR in writing of any changes.

c. The STEERING COMMITTEE hereby appoints City of Campbell, Police Captain, Dave Rauschhuber, as Project Coordinator to represent the NETWORK PARTICIPANTS with respect to all matters connected with this AGREEMENT. The NETWORK PARTICIPANTS Project Coordinator is authorized to represent the NETWORK PARTICIPANTS, and shall be the single point of contact with respect to this Agreement, including all work deliverables and is responsible for ensuring overall contract compliance, Project correspondence, planning, scheduling, day to day Project management duties and providing direction to Project personnel.

9. Key Personnel

a. CONTRACTOR

The CONTRACTOR's employees identified below are key personnel, important to the successful performance of the work under this Agreement and it is the expectation of the NETWORK PARTICIPANTS that CONTRACTOR'S key personnel specified will remain assigned for the duration of Phase 1 of the Project. The CONTRACTOR agrees to assign these employees to the performance of the work and agrees not to reassign key personnel without the approval of STEERING COMMITTEE. Whenever, for any reason, one of the key personnel becomes unavailable for assignment for work under this Agreement, the CONTRACTOR shall replace such employee with a person of comparable ability as acceptable to the NETWORK PARTICIPANTS. NETWORK PARTICIPANTS' approval shall not unreasonably be withheld. The CONTRACTOR shall inform the NETWORK PARTICIPANTS in advance, in writing, whenever such an employee change becomes necessary.

1. Contracts Manager

During the term of this AGREEMENT, as it relates to matters that have cost, financial, contractual, or legal impact to CONTRACTOR, Christine Kelsey or her successor(s) are authorized to represent CONTRACTOR with respect to such matters.

2. Project Principal

Mr. Greg Poldy, is designated to represent the Northrop Grumman management team with respect to this Project, oversee and assure the performance of the CONTRACTOR Project Manager, and to serve as a temporary replacement for the Project Manager in case of his/her extended absence.

3. Project Manager,

Mr. Ray Duncan, is authorized to represent CONTRACTOR, and shall be the single-point-of-contact in respect to this AGREEMENT and is responsible for ensuring contract compliance, Project correspondence, planning, scheduling, day to day Project management duties and providing direction to Project personnel.

b. NETWORK PARTICIPANTS

1. Project Manager

The STEERING COMMITTEE is the Project Manager for the Silicon Valley Regional Interoperability Project and is authorized to enter into this Agreement on behalf of the NETWORK PARTICIPANTS and shall be responsible for final acceptance of the Phase 1 of the Project.

2. Project Coordinator

The Project Coordinator and is authorized to represent the NETWORK PARTICIPANTS in all matters relating to this Agreement and shall be responsible for ensuring contract compliance, including deliverables Project correspondence, planning, scheduling, day to day Project management duties and providing direction to Project personnel. NETWORK PARTICIPANTS shall provide CONTRACTOR written notice of the name and address of the Project Coordinator within ten (10) days of the execution of this Agreement and/or within ten (10) days of any changes in NETWORK PARTICIPANT project personnel.

10. Invoices.

a. Process

1. Monthly fees

CONTRACTOR shall submit a monthly invoice to NETWORK PARTICIPANTS for Project Management services.

2. Deliverables

CONTRACTOR shall not submit an invoice to the PROJECT COORDINATOR for payment until the Deliverable has been accepted by the PROJECT COORDINATOR, with the exception of final acceptance of the Project which requires the STEERING COMMITTEE'S written acceptance.

3. Submittal Address

CONTRACTOR shall submit all invoices to the Project Coordinator at the address provided in Section 29, Notices.

b. Payments

STEERING COMMITTEE shall review the invoice and verify the submittal of each of the Deliverables due for the progress payment or Project Management fees within seven (7) business days of receipt of CONTRACTOR'S invoice. Upon receipt of written authorization from STEERING COMMITTEE, NETWORK PARTICIPANTS will make progress payments from the agency account to CONTRACTOR in accordance with Attachment C within 30 days of receipt of authorization.

11. Ownership of Work Product. With the exception of the "Request for Proposal" for this Agreement dated 14 January 2003, and the "Needs Summary" Deliverable, which title shall remain with Network Participants and for which the Contractor shall have a right to use, CONTRACTOR shall retain title (ownership) to all Deliverables identified under Section 4, Deliverables, of the Statement of Work developed and/or delivered to NETWORK PARTICIPANTS. CONTRACTOR will grant perpetual, worldwide, transferable, non-exclusive license to use the Deliverables to NETWORK PARTICIPANTS for all Deliverables first produced or composed by CONTRACTOR in the performance of this Agreement. CONTRACTOR will deliver to NETWORK PARTICIPANTS all executable code needed to operate any Deliverables, to include all source code associated with software first produced or composed in the performance of this Agreement. CONTRACTOR will not deliver other source code. Delivered COTS software shall be provided in accordance with the respective vendor's separate license agreement.

12. Independent Contractor. It is agreed that CONTRACTOR is an independent Contractor, and all persons working for or under the direction of CONTRACTOR or CONTRACTOR's agents, servants

and employees, and said persons shall not be deemed agents, servants or employees of NETWORK PARTICIPANTS.

13. Successors and Assigns. Neither this Agreement nor any duties or obligations under this Agreement may be assigned without prior written consent by NETWORK PARTICIPANTS; such assignment shall not be unreasonably withheld. A transfer of this Agreement within Northrop Grumman Corporation as a result of a business realignment will not constitute an assignment for purposes of this Agreement.
14. Applicable Laws and Attorney's Fees. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court.
15. Cooperation of NETWORK PARTICIPANTS. NETWORK PARTICIPANTS agree to comply with all reasonable requests of CONTRACTOR and to provide access to all documents reasonably necessary to the performance of CONTRACTOR's duties under this Agreement.
16. Insurance.
 - a. Commercial General Liability/Automobile Liability Insurance. CONTRACTOR shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. CONTRACTOR's insurance coverage shall be written on an occurrence basis.
 - b. Professional Liability Insurance. CONTRACTOR shall obtain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per claim.
 - c. Workers' Compensation Insurance. CONTRACTOR shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.
 - d. Acceptability of Insurers. Insurance is to be placed with insurers with a current *Best Rating* of AVII unless otherwise acceptable to NETWORK PARTICIPANTS.
 - e. Verification of Coverage. Insurance, deductibles or self-insurance shall be subject to the approval of the NETWORK PARTICIPANTS. Original Certificates of Insurance with endorsements shall be received and approved by NETWORK PARTICIPANTS before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to NETWORK PARTICIPANTS or increase the duration of the project.
17. Other Insurance Provisions.
 - a. NETWORK PARTICIPANTS, their respective officers, officials, employees and volunteers are covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.
 - b. For any claims related to this project, CONTRACTOR insurance coverage shall be primary and any insurance or self-insurance maintained by NETWORK PARTICIPANTS, their respective officers, officials, employees and volunteers shall not contribute to it.
 - c. Each insurance policy required shall be endorsed that a thirty (30) day notice be given to NETWORK PARTICIPANTS in the event of cancellation or modification to the stipulated insurance coverage.

- d. In the event CONTRACTOR employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
18. Hold Harmless. CONTRACTOR shall defend, indemnify and hold NETWORK PARTICIPANTS, its officers, employees and agents harmless for any damages or claims of same arising out of this Agreement, including but not limited to personal injury, property damage and death, to the extent caused by the negligent or willful acts or omissions of CONTRACTOR or its subcontractors, agents or employees. NETWORK PARTICIPANTS shall cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to NETWORK PARTICIPANTS.
19. Reliance Upon Professional Skill. It is mutually agreed by the parties that NETWORK PARTICIPANTS are relying upon the professional skill of CONTRACTOR, and CONTRACTOR represents to NETWORK PARTICIPANTS that its work shall conform to generally recognized professional standards in the industry. Acceptance of CONTRACTOR's work by the NETWORK PARTICIPANTS does not operate as a release of CONTRACTOR's said representation.
20. Amendment. This Agreement may be amended by written instrument signed by both parties.
21. Inconsistent Terms. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.
22. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.
23. Termination. NETWORK PARTICIPANTS may terminate this Agreement for convenience at any time by providing thirty (30) days advance written notice to CONTRACTOR. In the event of CONTRACTOR's material breach of this Agreement, except for the reasons stated in Article 25, Force Majeure, Project Coordinator may give CONTRACTOR written notice of intent to terminate the Agreement for default and CONTRACTOR shall have thirty days to correct such breach or to deliver a plan for correction that is satisfactory to the STEERING COMMITTEE.
24. Confidentiality of Customer's or System Integrator's Data. To the extent allowed by law, the parties shall keep confidential all proprietary and security related information, drawings, specifications, or data and return upon requests, all documents furnished by the other party, and shall not divulge or use such information, drawings, specifications or data for the benefit of any other party. Except as required for the efficient performance of this Agreement, the receiving party shall not make copies or permit copies to be made without the prior written consent of the submitting party. The receiving party shall make no use, either directly or indirectly, of any such data or any information derived therefrom, except in performing this Agreement, without obtaining the disclosing party's written consent, provided, however, the foregoing limitation shall not apply to data or information which (i) was in the rightful possession of the receiving party without restriction prior to the first receipt from the disclosing party, or (ii) now or hereafter, through no act or failure to act on the part of the receiving party, becomes generally known and available to the public without restriction, or (iii) is hereafter disclosed and made available to the receiving party without restriction by other having the right to make such disclosure. If the disclosure is required by law, either party shall assert no claim by reason or use or disclosure of such information by other party or its assigns. Nothing herein shall diminish CONTRACTOR's rights under ownership under Article 11. In the event NETWORK PARTICIPANTS receive a request to deliver CONTRACTOR's proprietary information in accordance with the California Public Records Act, NETWORK PARTICIPANTS shall notify CONTRACTOR by the following business day and CONTRACTOR may decide to defend its case against disclosure.

25. Taxes. CONTRACTOR shall be responsible for and CONTRACTOR's price includes all federal, state or County sales taxes levied upon, or measured by, the sale of commercial off the shelf software or hardware required in the performance of this Agreement. All costs herein are inclusive of any applicable State of California Sales tax and County of Santa Clara sales tax. Any such taxes will be identified separately in CONTRACTOR's invoices.
26. Progress Payments. In the event that NETWORK PARTICIPANTS terminate this Agreement and a progress payment is pending, CONTRACTOR shall complete any outstanding Deliverable due for that progress payment. For purposes of this section, a progress payment is pending if CONTRACTOR has commenced work on the deliverables due for that progress payment. Upon satisfactory completion of all of the deliverables required for the pending progress payment, NETWORK PARTICIPANTS agree to pay CONTRACTOR the entire amount of the progress payment. However, CONTRACTOR shall not commence work on any of the deliverables for a future progress payment following receipt of notice of termination.
27. Force Majeure. Neither NETWORK PARTICIPANTS nor CONTRACTOR will be held responsible for delay or default caused by fire, riot, terrorism, natural disasters, acts of God, or war where such cause was beyond the reasonable control of NETWORK PARTICIPANTS or CONTRACTOR, respectively. CONTRACTOR, will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of such cause, diligently pursue performance of its obligations under this Agreement.
28. Nondiscrimination. CONTRACTOR shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability.
29. Notices. Any notice required to be given to CONTRACTOR shall be deemed to be duly and properly given if mailed to CONTRACTOR, postage prepaid, addressed to:

Christine Kelsey, Contracts Manager
Northrop Grumman
Mail Stop: SUN1/1994
637 San Ignacio Avenue
San Jose, CA 95119

or personally delivered to contact at such address or at such other addresses as CONTRACTOR may designate in writing to NETWORK PARTICIPANTS.

Any notice required to be given to NETWORK PARTICIPANTS shall be deemed to be duly and properly given to NETWORK PARTICIPANTS, postage prepaid, addressed to:

Capt. David Rauschhuber
Project Coordinator
City of Campbell Police Department
70 North First Street
Campbell, CA 95008

and

Ms. Sheryl A. Contois
Technical Services Coordinator
Palo Alto Police Department
275 Forest Avenue
Palo Alto, CA 94301

or personally delivered to NETWORK PARTICIPANTS at such address or at such other addresses as NETWORK PARTICIPANTS may designate in writing to CONTRACTOR.

30. Limit of Liability. The CONTRACTOR's total liability under this agreement for any reason is limited to the greater of total contract value or the amount of the applicable insurance required under Section 16 of this Agreement. Notwithstanding any other provision of this agreement, in no event shall the CONTRACTOR be liable for indirect, special, consequential or incidental damages.
31. Alternative Dispute Resolution. Prior to initiating any formal legal action arising out of this Agreement, the Parties agree to consider alternative forms of dispute resolution, such as mediation. In the event both parties agree to alternative dispute resolution, the parties shall share the cost equally.
32. Change Orders
 - a. A Project Coordinator may, at any time, by a written order, make changes to the work within the general scope of work of this Agreement. Any request by a Project Coordinator for a change shall be delivered to CONTRACTOR in writing and shall include enough specificity to give SI an adequate basis on which to prepare a change order proposal referred to in (b) below. Such change order proposal shall be furnished to Project Coordinator by CONTRACTOR within a reasonable time following CONTRACTOR's receipt of Project Coordinator's request for a change.
 - b. Change Order Proposals referred to in (a) above shall be in writing and be accompanied by such information and data as will be reasonably required by PROJECT COORDINATOR to evaluate properly the proposed execution of the work in question, the price, the effect upon the Statement of Work, CONTRACTOR's standards of performance, the Specifications in accordance with Section 2.2.4.2 of the Statement of Work, and any warranties contained in this Agreement. The PROJECT COORDINATOR will reject or approve the Change Order Proposal as expeditiously as proper consideration of the nature of the change may require. The PROJECT COORDINATOR and CONTRACTOR agree to make a good faith effort to reach agreement on the price of the change order if applicable.
 - c. Before CONTRACTOR acts upon any Change Order Proposal, the parties shall have executed a written change order incorporating the changes in question, including any change in any schedule of delivery or other dates for completion or delivery, any change in or within the SOW, CONTRACTOR's standards of performance, the specifications, warranties, or other provisions of this Agreement resulting there from.
 - d. In the event the CONTRACTOR prepares a Change Order Proposal in response to the PROJECT COORDINATOR'S request and the PROJECT COORDINATOR decides not to incorporate the change into the Agreement, the CONTRACTOR shall deliver up to 16 hours of proposal preparation hours at no additional cost to this Agreement. When those 16 hours have been expended, the CONTRACTOR may charge the NETWORK PARTICIPANTS for additional proposal costs expended using the time and material rates under CLIN 002 of the Agreement.
33. Agreement Content and Order of Precedence This Subcontract consists of the physically incorporated documents identified below, and additionally such documents as have been incorporated into this Subcontract by reference thereunder. Any inconsistency among such physically incorporated documents, including the documents that they individually incorporate by reference, shall be resolved by giving precedence to the Agreement over the Statement of Work and the Attachments.

Agreement Terms and Conditions

Attachment A: Statement of Work, including the Attachments, each having equivalent precedence with the Statement of Work:

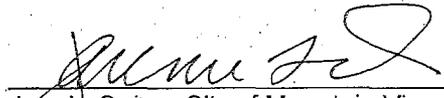
Attachment B: Project Plan (to be developed under contract) and Schedule

Attachment C: Joint Funding Agreement

Attachment D: Payment Schedule

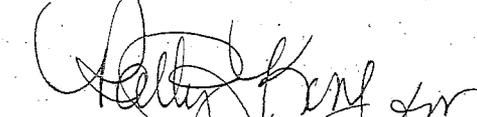
IN WITNESSS WHEREOF, this Agreement is executed by NETWORK PARTICIPANTS and by CONTRACTOR.

APPROVED AS TO FORM:



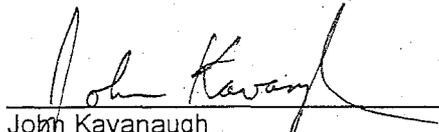
Jannie Quinn, City of Mountain View
Sr. Asst. City Attorney

FINANCIAL APPROVAL



Robert Locke, City of Mountain View
Finance and Administrative
Services Director

CONTRACTOR"



John Kavanaugh
Vice President & General Manager, Acting
Northrop Grumman Mission Systems
Civil Systems Division

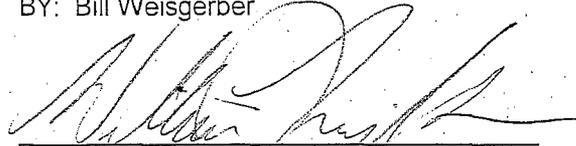
"NETWORK PARTICIPANTS"

SANTA CLARA COUNTY/CITIES
MANAGERS' ASSOCIATION
BY: Bernard Strojny



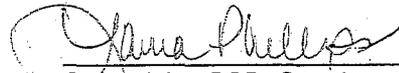
City Manager, Campbell

SANTA CLARA COUNTY FIRE
CHIEF'S ASSOCIATION
BY: Bill Weisgerber



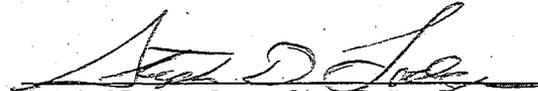
Fire Chief, Milpitas Fire Department

PUBLIC SAFETY COMMUNICATIONS
MANAGER'S ASSOCIATION
BY: ~~Cynthia Keehen~~, Laura Phillips



~~Supervising PSD, San Jose Fire Department~~
Manager, Technical Services, Sunnyvale DPS

SANTA CLARA COUNTY POLICE
CHIEF'S ASSOCIATION
BY: Stephen Lodge



Chief of Police, Santa Clara Police Department

PUBLIC SAFETY COMMUNICATIONS
MANAGER'S ASSOCIATION
BY: Sheryl A. Contois



Technical Services Coordinator,
Palo Alto Police Department

Silicon Valley Regional Interoperability Project

STATEMENT OF WORK

PHASE 1

3 November 2003

Prepared By

**Northrop Grumman Space & Mission Systems Corp.
Missions Systems Sector
Public Safety & Transportation
12011 Sunset Hills Road
Reston, Virginia 20190**

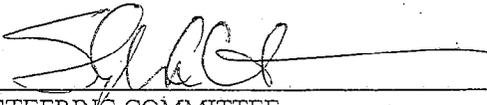
Prepared For

**Communications Steering Committee
Silicon Valley Regional Interoperability Project
C/o Sheryl A Contois
275 Forest Avenue
Palo Alto, CA 94301**

NORTHROP GRUMMAN PROPRIETARY INFORMATION

This data, furnished in connection with the Santa Clara County Data Communications Network Voice Radio Interoperability and Data Integration "INTEROPERABILITY PROJECT" Request for Proposal R030817, shall not be disclosed outside the Santa Clara County Network Participants having a need to know this information for purposes of evaluating this proposal (herein after referred to as Network Participants) and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal; provided that, if a contract is awarded to this Offer or as a result of or in connection with the submission of this data, the Network Participants shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Network Participants' right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction is contained in all sheets. This document contains commercial or financial information, or trade secrets of Northrop Grumman Space and Missions Systems Corp., which are confidential and exempt from disclosure to the public under the Freedom of Information Act 5 U.S.C. 552(B)(4), and unlawful disclosure thereof is a violation of the Trade Secrets Act, 18 U.S.C. 1905. Public disclosure of any such information or trade secrets shall not be made without the prior written permission of Northrop Grumman Space and Missions Systems Corp.

APPROVAL

Approved By:  Date: 11/10/03
COMMUNICATIONS STEERING COMMITTEE
Sheryl A. Contois

Approved By:  Date: 11/03/03
COMMUNICATIONS STEERING COMMITTEE
Stephen D. Lodge

Approved By:  Date: 24 Oct 03
NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORP., MISSION SYSTEMS SECTOR
Raymond C. Duncan

REVISION/CHANGE RECORD

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TABLE OF CONTENTS

1. General..... 1

1.1. Background..... 2

1.2. Overview of Phased Approach 2

1.3. Phase 1 Overview 4

1.4. Roles and Responsibilities 4

1.4.1. Customer 4

1.4.2. Systems Integrator 5

2. Project Management, Systems Engineering and Alternative Funding Support..... 6

2.1. Project Management 6

2.1.1. Project Plan and Schedule (CDRL-01)..... 6

2.1.2. Progress Reports (CDRL-02)..... 6

2.1.3. Data Management 6

2.1.4. Risk/Opportunity Management..... 7

2.1.5. Meeting and Reviews..... 7

2.2. Systems Engineering..... 7

2.2.1. Analyze and Validate Existing Project Documentation..... 7

2.2.2. Needs Analysis..... 8

2.2.3. Requirements Traceability Database 8

2.2.4. System Architecture..... 9

2.2.5. Implementation Strategy (CDRL-10) 11

2.3. Alternative Funding 11

2.3.1. Alternative Funding Application Preparation 11

2.4. Countywide Emergency Communications (E-Comm) Microwave Network.... 11

2.5. Silicon Valley Regional Interoperability Project Long Term Assessment (CDRL-11)..... 11

3. Additional Time and Material (T&M) Engineering Services Tasks 12

4. Deliverables 13

5. Customer Furnished Items 15

5.1. Project Office (CFI-01)..... 15

5.1.1. Project LAN/WAN 15

5.2. Project Personnel Access Approval (CFI-02)..... 15

5.3. Provide Existing Project Documents (CFI-03)..... 15

5.4. Needs Identification (CFI-04)..... 15

5.5. Customer Design Selection (CFI-05)..... 16

5.6. RFP Framework (CFI-06)..... 16

6. Definitions 17

6.1. Applicable Documents..... 17

6.2. Contract Data Requirements List (CDRL) 17

6.3. Contract Line Item Number (CLIN)..... 17

6.4. Customer Furnished Items (CFI) 17

6.5. Days 17

6.6. Firm Fixed Price (FFP) 17

Mission Systems

| | | |
|-------|---------------------------------------|----|
| 6.7. | Interoperability..... | 17 |
| 6.8. | Shall | 18 |
| 6.9. | Task Order | 18 |
| 6.10. | Technical Exchange Meeting (TEM)..... | 18 |
| 6.11. | Time and Material (T&M) | 18 |

1. General

This Statement of Work (SOW) describes the tasks to be performed by Northrop Grumman Mission Systems Inc. (hereinafter referred to as the 'Systems Integrator' or "SI") for Phase 1 of the Silicon Valley Regional Interoperability Project hereinafter referred to as 'the Project'. The Customer for the Project are the Network Participants consisting of Eighteen Santa Clara County jurisdictions, representing some thirty law enforcement, fire and emergency medical services agencies within Santa Clara County, partnered together under the general direction of the Santa Clara County/Cities Managers' Association. The Network Participants have entered into a joint agreement for this Project and authorized the Communications Steering Committee, as the Customer Project Manager, to act as its agent for purposes of this Agreement. The Network Participants are hereinafter referred to as the "the Customer".

Customer and SI shall have joint responsibility for several tasks within the Project and each have designated a Project Manager or Coordinator. This SOW outlines the roles and responsibilities of the Customer and SI for the Project. SI Project Manager and Customer's Project Coordinator are collectively referred to as the "Team".

The cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, County of Santa Clara, Towns of Los Altos Hills and Los Gatos, represented by the following law enforcement, fire and emergency medical services agencies are potential Stakeholders in the Project as identified below:

1. American Medical Response
2. California Highway Patrol
3. Campbell Police Department
4. Criminal Justice Information Center
5. Gilroy Fire Department
6. Gilroy Police Department
7. Los Altos Police Department
8. Los Gatos/Monte Sereno Police Department
9. Milpitas Fire Department
10. Milpitas Police Department
11. Morgan Hill Police Department
12. Mountain View Fire Department
13. Mountain View Police Department
14. Palo Alto Fire Department
15. Palo Alto Police Department
16. San Jose Fire Department
17. San Jose Police Department, including the SJ Airport Police
18. San Jose State University Police
19. Santa Clara Communications
20. Santa Clara County Communications

Mission Systems

21. Santa Clara County District Attorney
22. Santa Clara County Fire Department
23. Santa Clara County Sheriff
24. Santa Clara County Sheriff's Law Enforcement Telecommunications System
25. Santa Clara Fire Department
26. Santa Clara Police Department
27. Santa Clara Valley Water District
28. Saratoga Fire District
29. South County Fire District - California Dept. of Forestry
30. Stanford Police Department (Represented by Sheriff/Palo Alto Police/Fire)
31. Sunnyvale Department of Public Safety

1.1. Background

The Customer seeks to build a state-of-the-art radio interoperability and data integration system for public safety. Additionally, Customer seeks assistance in identifying and obtaining alternative funding resources for the Project, to include grants, and other alternative funding options.

1.2. Overview of Phased Approach

The Project consists of two distinct phases of work:

- Phase 1: – Definition, Recommendations, System Specification, Alternative Funding Support and Preparation of a Request for Proposal for a state-of-the-art radio interoperability and data integration system;
- Phase 2: – System Engineering, Integration, Deployment, Implementation and Systems Verification of a state-of-the-art radio interoperability and data integration system.

This SOW includes Phase 1 tasks only as identified below. Phase 2 activities will be addressed in a separate SOW.

| Contract Line Item No. (CLIN) | Title | Pricing Type | Description |
|-------------------------------|--|-------------------|---|
| 001 | Project Management, Systems Engineering, and Alternative Funding Support | Firm Fixed Price | Phase 1 Project Management, Systems Engineering, and Alternative Funding Support as defined in Section 2. |
| 002 | As Required Additional Engineering and/or Alternative Funding Support | Time and Material | As described in individual work orders, upon request from the Customer. |

Figure 1-1 shows the project phases and the sequencing of the major activities.

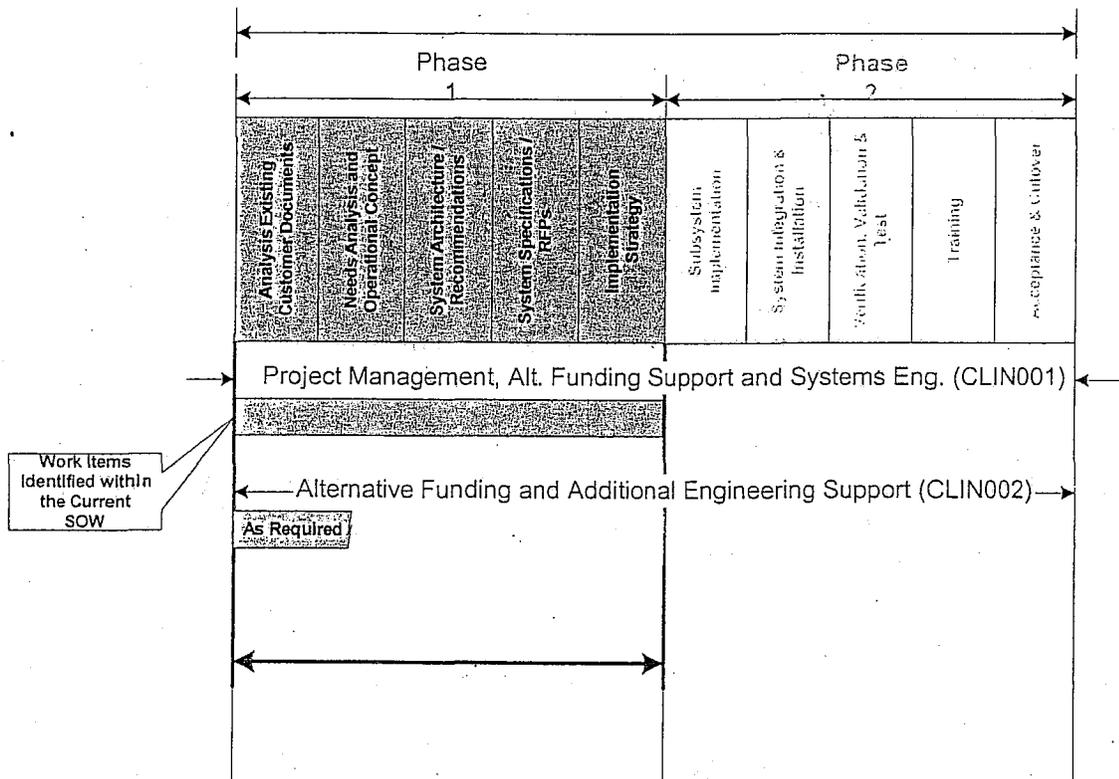


Figure 1-1. CLIN and Phase Structure of the Project

documentation for review and/or reproduction upon request from SI following execution of the Agreement.

2.2.2. Needs Analysis

This Analysis shall include interviews of the Customers' Staff in order to develop an Operational Concept Definition and outline the needs of the Stakeholders.

2.2.2.1. Interview Roster Candidate

Team shall prepare a roster of interview candidates (representing groups and/or individuals) who are Stakeholders in the Project. The Project Coordinator shall assign each candidate on the approved interview roster to one or more "input-groups". An interview candidate may belong to more than one input group.

2.2.2.2. Interview Topics/Questionnaire (CDRL-04)

Team shall develop specific interview topics and questionnaire material.

2.2.2.3. Interview Schedule

Team shall schedule dates/times to interview the Stakeholders.

2.2.2.4. Conduct Stakeholder Interviews

SI shall conduct individual or group interviews of all Stakeholders on the interview roster.

2.2.2.5. Stakeholder Needs Summary (CDRL-05)

SI shall prepare a Systems Stakeholder Needs Summary that reflects the priorities identified during the Stakeholder interviews. The Needs Summary shall be captured into the Requirements Traceability Database. The Project Coordinator shall provide a prioritized list of the Needs identified in accordance with Section 5.4.

2.2.2.6. Operational Concept Definition

Team shall develop the Operational Concept Definition, which describes, both from user and technical viewpoints, the functions and capabilities of the radio interoperability and data integration system.

2.2.3. Requirements Traceability Database

SI shall design a Requirements Traceability Database (RTDB) for use in tracking radio interoperability and data integration requirements. This database shall provide access for the Team members via a controlled access. Team shall be able to review the RTDB as it is developed and provide comments. SI shall control all changes to the RTDB.

2.2.4. System Architecture

SI shall develop will evaluate no more than three (3) alternative solutions for radio interoperability and data integration based upon Customer input for presentation at the Requirements Design Review. SI shall evaluate the alternative high-level systems architectures and present the results to the Team at the Recommendation Design Reviews. The Customer Project Manager shall direct SI as to the whether to continue with the recommended solutions or select from one of the evaluated alternatives. SI shall finalize the systems architectures for the radio interoperability and data integration. The System Architecture shall identify the major system components, interfaces to external systems, and preliminary data flow diagrams.

Radio Interoperability will involve the design and recommendation for an interoperable solution for all Network Participants based upon the existing voice radio network without replacement or augmentation of the existing radio hardware or tower locations. The design will take into consideration the Microwave Grant awarded to the City of San Jose in September of 2003 ("Microwave Grant"). Data Integration will involve the design and recommendation for an interoperable solution for all Network Participants based upon the existing Computer Aided Dispatch (CAD) network without replacement or augmentation of the existing Systems. The design will take into consideration the Microwave Grant. The design will also take into consideration the extension of existing CAD systems to neighboring jurisdictions. A monolithic CAD solution is not an option and will not be considered by the SI.

Trade studies may be performed to assist in the design and selection process for the various alternatives and to document major design decisions. In the event that Engineering is required to modify existing facilities to accommodate the proposed final solution, separate pricing will be provided for any modifications required as a part of the solution.

2.2.4.1.Recommendation Design Review (CDRL-06)

SI shall prepare a draft and final written Recommendation Design Review (RDR) for the radio interoperability and data integration system. There will be a single Recommendation Design Review containing the alternative solutions for both data integration and radio interoperability. SI shall present technical aspects of the evaluated approaches, review criteria (including functional, lifecycle cost, implementation schedule and risk, operational considerations), criteria weighting, and SI's recommendations. Customer Project Manager shall direct SI as to the whether to continue with the recommended solutions or select from one of the evaluated alternatives within twenty (20) business days of receipt of the final RDR in accordance with Section 5.5, Customer Design Selection, of this SOW. The SI will support the Customer Project Team in the presentation of the RDR briefing to other Stakeholders within the twenty-day evaluation period as required.

2.1.4. Risk/Opportunity Management

SI shall provide input to the Customer's process for evaluating and mitigating risk and identifying opportunities related to the Project.

2.1.5. Meeting and Reviews

SI shall participate in meetings as they pertain to the Project. SI shall perform in the capacity indicated at each of the following meeting types:

2.1.5.1. Project Management Support Meetings (CDRL-03)

SI shall lead and/or contribute to Project Management Support Meetings as requested by the Project Coordinator to support the advancement of the Project. These meetings shall include but not be limited to City Council Meetings and other such requested forums. Preparation of Briefing materials and White Papers (2-3 pages average length) may be requested in preparation for such meetings, provided that such research and preparation does not exceed 50 staff hours for Phase 1.

2.1.5.2. Recommendation Design Review Meetings

The Team shall coordinate, schedule and lead separate Recommendation Design Review Meetings with the Stakeholders regarding radio interoperability and data integration.

2.1.5.3. Technical Exchange Meetings (TEMs)

SI shall participate in Technical Exchange Meetings (TEMs) to support the review and resolution of Project requirements and design issues as set forth in Section 6.10, herein. The SI's participation in ad hoc, Customer initiated TEM will not exceed 8 staff hours per calendar month. The Customer will fund any SI travel required to attend meetings at locations outside the County.

2.1.5.4. Interoperability Policy Workgroup Meetings

SI shall participate in Interoperability Policy Workgroup Meetings as required to support ongoing or anticipated, Project work. The SI's participation in Interoperability Policy Workgroup Meetings will not exceed 8 staff hours per calendar month.

2.2. Systems Engineering

Systems Engineering provides analysis, system design / recommendation, and System Specifications (RFP) and a Phase 2 Implementation Strategy for the Project.

2.2.1. Analyze and Validate Existing Project Documentation

The Project Coordinator shall provide SI with complete documentation prepared for the project to date for SI to review. SI shall review these documents for completeness. The Customer shall provide the SI with reasonable and timely access to existing project

2.2.4.2. System Architecture Document (CDRL-07)

System Architecture Document shall be developed for the system designs selected for the radio interoperability and data integration system. A single System Architecture Document will be developed for both data integration and radio interoperability. The System Architecture shall describe the major system components and how they in combination address the system requirements. System Architecture Documents shall address the following:

- System Requirements Baseline: e.g. Functional, Performance, External Interfaces, & Operational requirements.
- Security Architecture: Network and User Security. The security architecture shall be in compliance to the Customer's Security Policies and shall provide context for the security related requirements of the system.
- Disaster Recovery: Analysis of failure and disaster scenarios including device faults, telecommunications failures, outages from natural disasters as well as risks from terrorist action. Technical and procedural steps that shall allow for continued operation, failover and recovery, data integrity, and system restoral shall be described. Duplication of services at different physical facilities within the County infrastructure shall also be addressed.
- System Interface(s): Interfaces between the System and existing systems. The emphasis is on functional interfaces augmented with physical and/or electrical properties of the interface as appropriate.
- Additional design information: Data flow diagrams, structure charts, as appropriate

2.2.4.3. Alternative Funding Documentation (CDRL-08)

SI shall prepare the necessary design documentation that is required for identified radio interoperability and data integration funding opportunities.

2.2.4.4. System Specifications / RFPs (CDRL-09)

All defined work associated with the System Specifications / RFPs and CDRL-09 is proposed as separately priced work on the Payment Plan and Schedule (Attachment D) and the price is valid through June 2004. The proposed price assumes that the SI technical staff will begin this work without work stoppage following the completion of the System Architecture (CDRL-07). If this is not the case the technical staff may be reassigned. Therefore, the price validity is based on receipt of a change order from the Steering Committee to proceed with the work 30 days prior to initial submission of the System Architecture (CDRL-07).

SI shall draft Request for Proposals (RFP) for radio interoperability and data integration system. Each RFP shall include a System Specification and scope of services. The System Specification outlines the system requirements and the methods to be used to ensure that each requirement has been met. Requirements pertaining to the system external interfaces may be presented in the System Specification.

2.2.5. Implementation Strategy (CDRL-10)

All defined work associated with the Implementation Strategy and CDRL-10 is proposed as separately priced work and the prices on the Payment Plan and Schedule (Attachment D) are valid through the term of the Agreement.

The Implementation Strategy and Schedule shall describe the major activities during Phase 2 of the Project. These activities shall address the System Implementation, System Integration and Test, Training, Final Acceptance and Cutover to Operational status of the radio interoperability and data integration system.

2.3. Alternative Funding

SI will informally identify alternative funding sources through their Business Development Staff. Funding efforts supported by the SI Business Development staff are not a direct cost to the Customer and will be borne by the SI.

2.3.1. Alternative Funding Application Preparation

SI and Customer shall work together to meet identified funding source deadlines. SI shall prepare the technical descriptions and details required for grant applications prepared by the Customer and / or their Contractor. The SI will provide the information electronically to the Customer.

2.4. Countywide Emergency Communications (E-Comm) Microwave Network

SI shall participate in Radio Technical Committee discussions as required to identify issues and potential problems with the proposed system. Participation by the SI in activities related to the oversight of the E-Comm Microwave Network contractor will not exceed 50 staff hours.

2.5. Silicon Valley Regional Interoperability Project Long Term Assessment (CDRL-11)

SI shall conduct a high level assessment of future public safety radio industry technology trends as they impact the Bay Area. This will include a recommendation for the long-term radio planning and future infrastructure investments for Public Safety in the Silicon Valley. The assessment shall assist the Customer with planning for future radio interoperability efforts and associated funding requirements. Preparation of the Long Term Assessment of future public safety radio industry technology trends by the SI will not exceed 50 staff hours.

3. Additional Time and Material (T&M) Engineering Services Tasks

This Contract Line Item Number 002 (CLIN002) provides services in support of a mechanism for Additional Tasks that the Customer may request of SI. CLIN 002 Task Orders are available to provide support to the Project as necessary, on a Time and Material basis. SI shall perform services at the Customer's sole discretion and direction and commence work on any task order only after obtaining written authorization from the Customer Project Manager, for that specific task order.

4. Deliverables

SI shall provide deliverable documentation as specified in the Contract Data Requirements List (CDRL) as set forth in Table 4-1 to the Project Coordinator. The Customer shall process each document for approval and acceptance as set forth below.

SI shall update CDRLs based on comments from the Project Coordinator. The Project Coordinator shall review CDRL submittals and provide written notification of the acceptance or actions and comments against each CDRL to SI within the time specified in the table below. If the Customer finds the submission inadequate, the Project Coordinator shall provide a consolidated list of comments and action items addressing each inadequacy to SI, specifying how any inadequacy conflicts with direction in the SOW, the Agreement and/or previously agreed to Deliverables. SI shall address, correct, and update the CDRL for each comment and/or action item, and then resubmit the CDRL within the times as stated in Table 4-1. The Customer shall review and approve only those elements previously identified as not acceptable and to confirm that all previous comments have been satisfactorily incorporated within the time stated in Table 4-1.

Final acceptance shall occur when the Customer Project Manager accepts the final deliverable in writing or fails to provide written comments to SI within the time specified in Table 4-1. If comments are provided, the Customer Project Manager shall provide written acceptance within the time specified or the deliverable document should be deemed accepted by the Customer.

Table 4-1 lists SI's Deliverable Documents for Phase 1 of the Project. SI shall deliver all documents in SI's format to the Project Coordinator unless otherwise mutually agreed. The SI shall deliver three hard copies to the Customer's Project Coordinator unless otherwise mutually agreed. All deliverables required for this task are explicitly defined herein. There are no hardware or software deliverables of any kind associated with this SOW.

Table 4-1. Phase 1 Deliverable Documents

| CDRL | Para Ref. | Description | Approval or Informational | 1 st Review Period/2 nd Review Period |
|------|-----------|-------------------------------------|---------------------------|---|
| 01. | 2.1.1 | Project Plan and Schedule | Approval | 10 days/5 days |
| 02. | 2.1.2 | Progress Reports | Informational | N/A |
| 03. | 2.1.5.1 | Briefing Materials and White Papers | Informational | N/A |
| 04. | 2.2.2.2 | Questionnaire Template | Approval | N/A |
| 05. | 2.2.2.5 | Systems Stakeholder Needs Summary | Informational | N/A |

| CDRL | Para Ref. | Description | Approval or Informational | 1 st Review Period/2 nd Review Period |
|------|-----------|--|---|---|
| 06a. | 2.2.4.1 | Recommendation Design Review Document and Presentation, Draft | Informational, to be provided 10 days prior to formal presentation of CDRL 06 | N/A |
| 06b. | 2.2.4.1 | Recommendation Design Review, Document and Presentation, Final | Approval | 20 days |
| 07. | 2.2.4.2 | System Architecture Design | Approval | 10 days/5 days |
| 08. | 2.2.4.3 | Alternative Funding Documentation | Approval | 5 days/2 days |
| 09. | 2.2.4.4 | System Specifications / RFPs | Approval | 10 days/5 days |
| 10. | 2.2.5 | Implementation Strategy | Approval | 10 days/5 days |
| 11. | 2.5 | Regional Radio Project Long Term Assessment | Informational | N/A |

Review period durations are in business days

5. Customer Furnished Items

Table 5-1 lists the items that the Customer shall provide to Systems Integrator. Customer shall deliver all Customer Furnished Items (CFI) to SI's Project Manager within the timeframes set forth below unless otherwise mutually agreed.

5.1. Project Office (CFI-01)

The Customer shall provide SI with suitable Project office facilities within Santa Clara County, CA.

5.1.1. Project LAN/WAN

The Customer shall establish a Project office LAN/WAN with the components described in the Agreement. The work shall include:

1. LAN connectivity for the SI for common data-management access and team-development of deliverables;
2. WAN connectivity for the SI that provides access to Internet services including web access and e-mail;
3. LAN/WAN Management and Security including router firewall configuration;
4. Server, with minimum specifications to be provided by SI.
5. Configuration of server services including file sharing, printer sharing, e-mail services, relational database, DHCP, DNS, FTP services, and web hosting services; and,
6. Installation and configuration of all project printers and other peripherals.

5.2. Project Personnel Access Approval (CFI-02)

If required, the Customer shall perform background checks on SI staff and subcontractors in compliance with the Customer security policy. This shall be performed at Customer facilities at no cost to SI. As a goal, the Customer shall strive to provide acceptance determination of SI personnel within five (5) business days of paperwork submittal. SI Project Manager shall notify the Project Coordinator if excessive delays are experienced.

5.3. Provide Existing Project Documents (CFI-03)

The Customer shall provide SI with all project documentation prepared to date for review by SI.

5.4. Needs Identification (CFI-04)

The Project Coordinator shall provide to SI, in writing, a prioritization of the needs contained in the Needs Summary CDRL-05.

5.5. Customer Design Selection (CFI-05)

The Project Coordinator shall direct the Systems Integrator, in writing, as to the whether to continue with the Systems Integrator recommended solution or select an evaluated alternative, for the RDR CDRL-06b.

5.6. RFP Framework (CFI-06)

The Project Coordinator shall provide the Systems Integrator the Framework and Customer's legal requirements for the Request For Proposal document.

Table 5-1. Phase 1 Customer Furnished Items

| CFI | Para Ref. | Description | Date Due |
|------------|------------------|--|--|
| 01 | 5.1 | Office facilities, workspace, office furniture, and network access (to include Internet) | At Start of Agreement |
| 02 | 5.2 | Processing of access approval as required by the Customer | As Required |
| 03 | 5.3 | Provide Existing Project Documentation | At Start of Agreement |
| 04 | 5.4 | Needs Identification | 10 Business Days after Needs Summary is submitted |
| 05 | 5.5 | Customer Design Selection | 20 Business Days after formal RDR |
| 06 | 5.6 | RFP Framework | At start of RFP development period per Master Schedule |

6. Definitions

6.1. Applicable Documents

These are technical or other documents and are part of this SOW to the extent that they are specifically applied within this SOW. SI shall follow all requirements, constraints or other directive materials contained within this SOW. This SOW shall be incorporated into the Agreement.

6.2. Contract Data Requirements List (CDRL)

Contract Data Requirements List is a composition of the "deliverables" to be provided under the terms of the Agreement. Deliverables are identified as all products, services and data required to be delivered under the Agreement. The term "deliverable" is reserved for items that are required to be delivered to the Customer.

6.3. Contract Line Item Number (CLIN)

Contract line items provide unit prices or lump sum prices for separately identifiable Agreement deliverables, and associated delivery schedules or performance periods.

6.4. Customer Furnished Items (CFI)

CFI are items such as documents and facilities that the Customer is responsible to provide to the SI.

6.5. Days

Days shall mean a business day and are the measuring units for establishing the work schedule and cycle for review periods. A business day is a traditional weekday of Monday through Friday, and excludes Saturday, Sunday, national and state holidays and emergencies and other days as mutually agreed.

6.6. Firm Fixed Price (FFP)

A Price quotation for a definitized task that is firm and fixed. A firm-fixed-price Agreement provides for a price that is not subject to any adjustment on the basis of SI's cost experience in performing the Agreement.

6.7. Interoperability

Interoperability is the ability of public safety agencies to be able to communicate with one another and to exchange voice and/or data with one another on demand and in real time.

6.8. Shall

The word "shall", when used in conjunction with a Systems Integrator task, and indicates that SI is obligated to perform the designated effort or provide the designated services or materials. This is the mandatory requirement on SI.

6.9. Task Order

An order written by the Project Coordinator for services placed against the Agreement.

6.10. Technical Exchange Meeting (TEM)

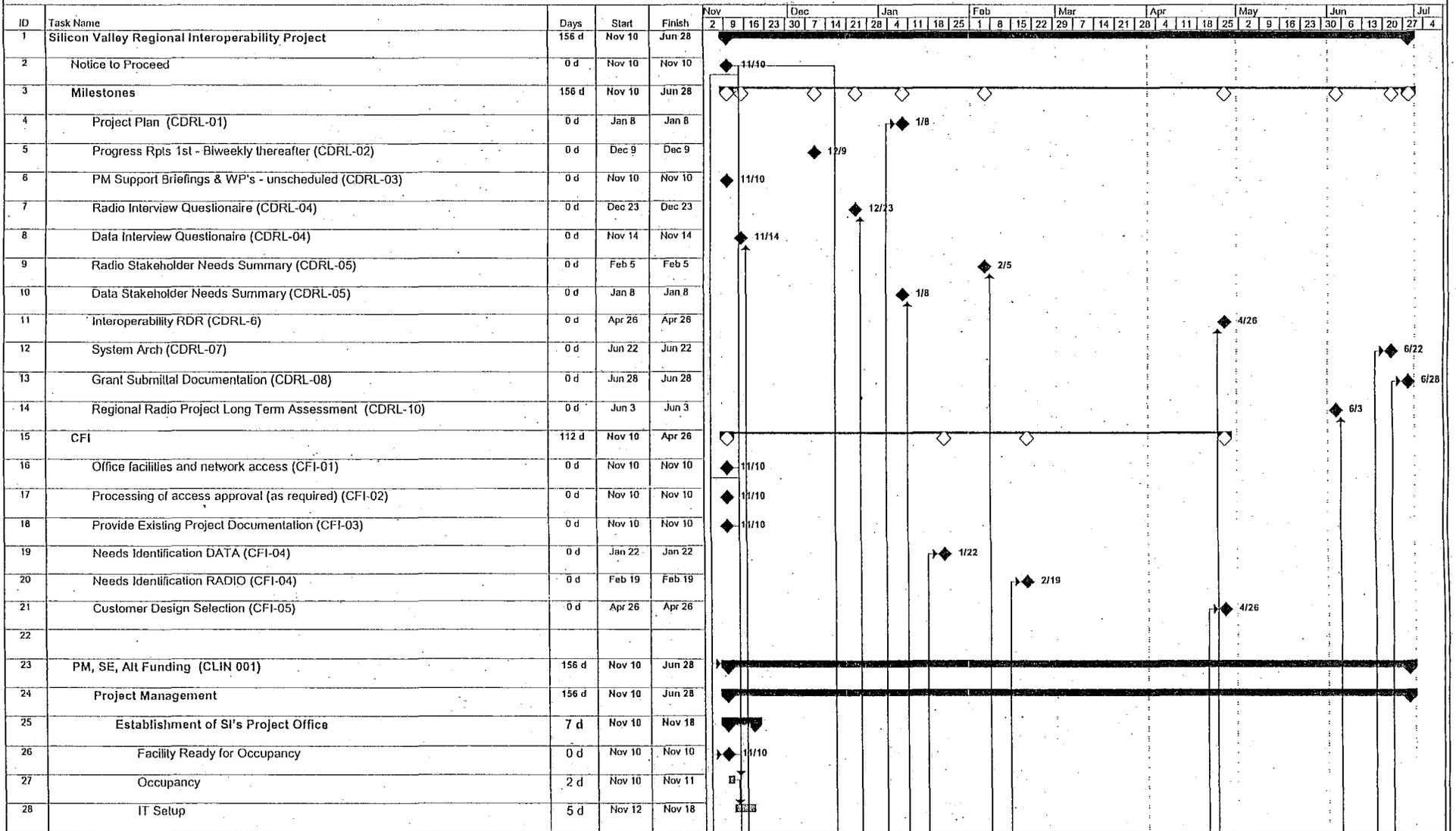
Technical Exchange Meetings are defined to be informal discussions, which are required to resolve any technical issues in a timely fashion so as to not jeopardize the Project. These meetings are typically ad hoc, may be held via phone or in person, take place at any Project Facility within the County, and on relatively short notice. Any Systems Integrator travel required to attend meetings at locations outside the County shall be pre-authorized and funded by Customer. Cost, scope, schedule, or other Agreement issues are not discussed, unless the Customer's Representative and Systems Integrator's Contract Manager are present.

6.11. Time and Material (T&M)

A time-and-materials Agreement provides for acquiring supplies or services on the basis of direct labor hours at specified fixed hourly rates and materials ([i.e., other direct costs, such as equipment [lease or purchase] and travel]) at cost.

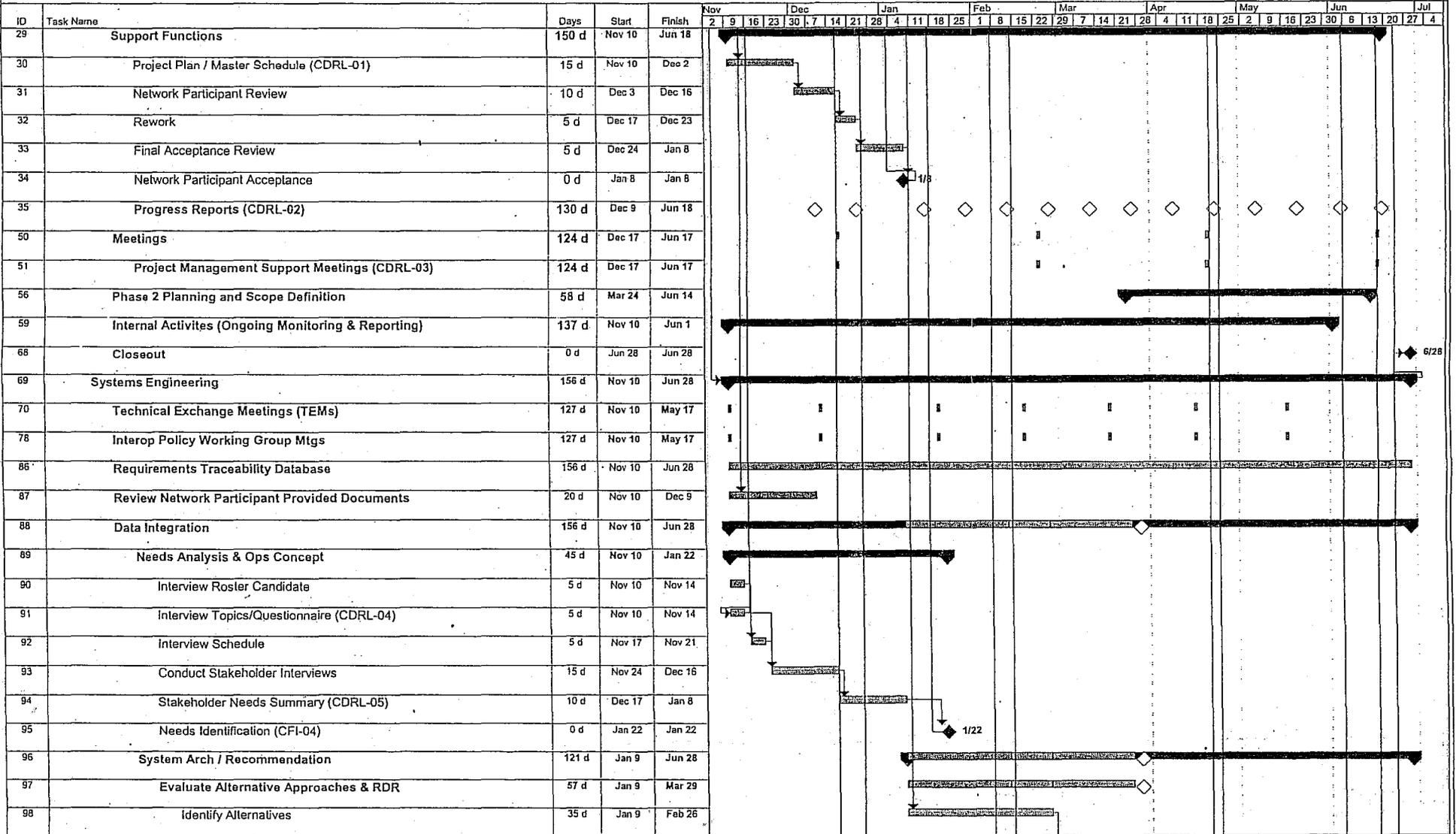
Silicon Valley Regional Interoperability Project Schedule

Oct 22 | 7:15 AM



Silicon Valley Regional Interoperability Project Schedule

Oct 22 | 7:15 AM



COPY

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE
NETWORK PARTICIPANTS AND NORTHROP GRUMMAN COMMERCIAL SYSTEMS,
INC. FOR PROFESSIONAL SERVICES RELATED TO THE SILICON VALLEY REGIONAL
INTEROPERABILITY PROJECT**

THIS AMENDMENT NO. 1 to the Agreement is dated for identification this 5th day of January, 2004, and is made by and between the NETWORK PARTICIPANTS and NORTHROP GRUMMAN COMMERCIAL SYSTEMS, INC., having its principal place of business at 1201 Sunset Hills Road, Reston, Virginia, 20190 (hereinafter referred to as "CONTRACTOR").

RECITALS

A. On or about November 3, 2003, NETWORK PARTICIPANTS and CONTRACTOR entered into an Agreement for Professional Services Related to the Silicon Valley Regional Interoperability Project.

B. NETWORK PARTICIPANTS and CONTRACTOR desire to amend said Agreement dated for identification November 3, 2003, and all amendments thereto, to reflect said modifications.

C. On January 1, 2004, the business of the Civil Systems Division of Northrop Grumman Space and Mission Systems, Inc. was transferred to Northrop Grumman Commercial Systems Inc, a newly formed wholly owned subsidiary of Northrop Grumman Commercial Information Services, Inc. in the Northrop Grumman Information Technology Sector.

NOW, THEREFORE, in consideration of the recitals and mutual promises of the parties contained herein, NETWORK PARTICIPANTS and CONTRACTOR agree to the below-referenced amendments to said Agreement dated for identification November 3, 2003, and all amendments thereto, as follows:

The introductory paragraph is hereby revised to read as follows:

This Agreement is dated for identification November 3, 2003, and is made by and between the cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, South Santa Clara County Fire District, County of Santa Clara, Towns of Los Altos Hills and Los Gatos, San Jose State University and the Santa Clara Valley Water District (hereinafter "NETWORK PARTICIPANTS") and Northrop Grumman Commercial Systems, Inc., by and through its Northrop Grumman Information Technology Sector ("Northrop Grumman") having its principal place of business at 12011 Sunset Hills Road, Reston, VA 20190 (hereinafter referred to as "CONTRACTOR"), with respect to the following facts:

Paragraph 4(a), Incremental Funding, shall be added to the Agreement to read as follows:

"4(a) Incremental Funding

Four Hundred Sixty-One Thousand Dollars (\$461,000) is the amount presently available for payment by the NETWORK PARTICIPANTS and allocated to this Agreement. It is estimated the allocated amount will cover CONTRACTOR's performance from November 10, 2003 through January 31, 2004. The parties contemplate that the NETWORK PARTICIPANTS will allocate additional funds incrementally to the Agreement as they are received by the Silicon Valley Regional Interoperability Project up to the full price as specified in Attachment D, Payment Schedule. CONTRACTOR agrees to perform the services in the attached Statement of Work up to the point at which the total amount paid and payable by the NETWORK PARTICIPANTS under the Agreement approximates but does not exceed the total amount actually allocated to the Agreement.

CONTRACTOR shall notify the PROJECT COORDINATOR in writing whenever it has reason to believe that the billable amounts it expects to incur in the next thirty (30) days, when added to all amounts previously billed, will exceed eighty-five percent (85%) of the total amount so far allocated to the Agreement by the NETWORK PARTICIPANTS. In the notification, CONTRACTOR shall notify the PROJECT COORDINATOR the estimated amount of additional funds, if any, required to continue timely performance under the Agreement and when the funds are required.

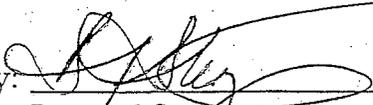
CONTRACTOR is not obligated to continue performance under this Agreement or otherwise incur billable amounts for program management or deliverable documents as specified in the Statement of Work in excess of Four Hundred Sixty-One Thousand Dollars (\$461,000) until the NETWORK PARTICIPANTS advise CONTRACTOR in writing that the amount received by the NETWORK PARTICIPANTS has been increased and specifies an increased amount, which shall then constitute the total amount allocated by the NETWORK PARTICIPANTS to this Agreement. If additional funding is not received by NETWORK PARTICIPANTS for such allocation, and the project remains without additional funds, then the parties may agree to terminate this Agreement in accordance with Clause 23, Termination, of this Agreement, provided, however, that the parties may agree to a Termination for Convenience with a notice period of less than thirty (30) days."

All other terms and conditions in that certain Agreement dated for identification November 3, 2003, above referenced, shall remain in full force and effect.

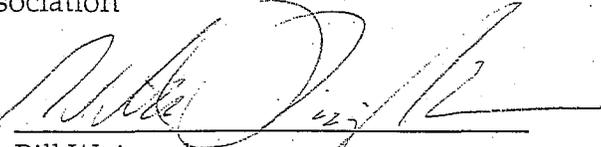
IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement between Network Participants and Northrop Grumman Space and Mission Systems Corporation for professional services related to the Silicon Valley Regional Interoperability Project, dated for identification November 3, 2003, is executed by NETWORK PARTICIPANTS and CONTRACTOR.

"NETWORK PARTICIPANTS":

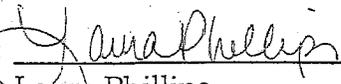
Santa Clara County/City Managers
Association

By: 
Bernard Strojny
City Manager, Campbell

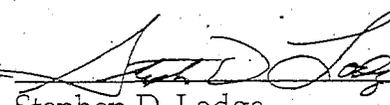
Santa Clara County Fire Chief's
Association

By: 
Bill Weisgerber
Fire Chief, Milpitas Fire Department

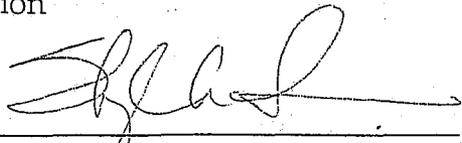
Public Safety Communications Manager's
Association

By: 
Laura Phillips
Manager, Technical Services,
Sunnyvale DPS

Santa Clara County Police Chief's
Association

By: 
Stephen D. Lodge
Chief of Police, Santa Clara Police
Department

Public Safety Communications Manager's
Association

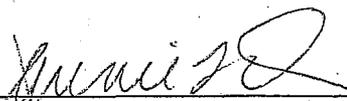
By: 

Sheryl A. Contois
Technical Services Coordinator, Palo
Alto Police Department

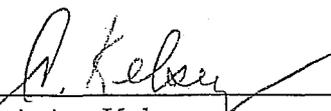
FINANCIAL APPROVAL:


Finance and Administrative
Services Director
City of Mountain View

APPROVED AS TO FORM:


Senior Assistant City Attorney
City of Mountain View

"CONTRACTOR":
NORTHROP GRUMMAN
COMMERCIAL SYSTEMS, INC.

By: 
Christine Kelsey
Contracts Manager

**AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE
NETWORK PARTICIPANTS AND NORTHROP GRUMMAN COMMERCIAL SYSTEMS, INC.
FOR PROFESSIONAL SERVICES RELATED TO THE SILICON VALLEY REGIONAL
INTEROPERABILITY PROJECT**

THIS AMENDMENT NO. 2 to the Agreement is dated for identification this 19th day of February, 2004, and is made by and between the NETWORK PARTICIPANTS and NORTHROP GRUMMAN COMMERCIAL SYSTEMS, INC., having its principal place of business at 1201 Sunset Hills Road, Reston, Virginia, 20190 (hereinafter referred to as "CONTRACTOR").

RECITALS

A. On or about November 3, 2003, NETWORK PARTICIPANTS and CONTRACTOR entered into an Agreement for Professional Services Related to the Silicon Valley Regional Interoperability Project.

B. NETWORK PARTICIPANTS desire to increase the incremental funding level from Four Hundred Sixty-One Thousand Dollars (\$461,000) to Seven Hundred Thousand Dollars (\$700,000).

C. NETWORK PARTICIPANTS and CONTRACTOR desire to amend said Agreement dated for identification November 3, 2003, and all amendments thereto, to reflect said modifications.

NOW, THEREFORE, in consideration of the recitals and mutual promises of the parties contained herein, NETWORK PARTICIPANTS and CONTRACTOR agree to the below-referenced amendments to said Agreement dated for identification November 3, 2003, and all amendments thereto, as follows:

Paragraph 4(a), Incremental Funding, shall be amended in its entirety to read as follows:

"4(a) Incremental Funding

Seven Hundred Thousand Dollars (\$700,000) is the amount presently available for payment by the NETWORK PARTICIPANTS to CONTRACTOR under this Agreement. The CONTRACTOR understands that this amount includes a One Hundred and Forty-four Thousand and Ninety-One dollars (\$144,091) payment already made to CONTRACTOR and Ninety-five Thousand Nine Hundred and Nine dollars (\$95,909) on deposit in the Network Participants' account for the Silicon Valley Regional Interoperability Project. The remainder of the allocated funding consists of an award of \$500,000 to the Silicon Valley Regional Interoperability Project from the Office of Homeland Security as part of the FY03 State Homeland Security Grant Program - Part II (Award 2003-05, OES ID#085-00000). This grant funding is provided on a reimbursement basis. It is estimated the allocated amount of Seven Hundred Thousand Dollars (\$700,000) will cover CONTRACTOR's performance from February 1, 2004 through April 26, 2004. The NETWORK PARTICIPANTS have applied for additional Office of Homeland Security funding for Fiscal Year 2004 for the Silicon Valley Regional Interoperability Project. If additional funding is awarded to the Project, the Network Participants will allocate additional funds incrementally to the Agreement as they are received, up to the full price as specified in Attachment D, Payment Schedule. CONTRACTOR agrees to perform the services in the attached Statement

of Work up to the point at which the total amount paid and payable by the NETWORK PARTICIPANTS under the Agreement approximates but does not exceed the total amount actually allocated to the Agreement.

CONTRACTOR shall notify the PROJECT COORDINATOR in writing whenever it has reason to believe that the billable amounts it expects to incur in the next thirty (30) days, when added to all amounts previously billed, will exceed eighty-five percent (85%) of the total amount so far allocated to the Agreement by the NETWORK PARTICIPANTS. In the notification, CONTRACTOR shall notify the PROJECT COORDINATOR the estimated amount of additional funds, if any, required to continue timely performance under the Agreement and when the funds are required.

CONTRACTOR is not obligated to continue performance under this Agreement or otherwise incur billable amounts for program management or deliverable documents as specified in the Statement of Work in excess of Seven Hundred Thousand Dollars (\$700,000) until the NETWORK PARTICIPANTS advise CONTRACTOR in writing that the amount received by the NETWORK PARTICIPANTS has been increased and specifies an increased amount, which shall then constitute the total amount allocated by the NETWORK PARTICIPANTS to this Agreement. If additional funding is not received by NETWORK PARTICIPANTS for such allocation, and the project remains without additional funds, then the parties may agree to terminate this Agreement in accordance with Clause 23, Termination, of this Agreement, provided, however, that the parties may agree to a Termination for Convenience with a notice period of less than thirty (30) days."

All other terms and conditions in that certain Agreement dated for identification November 3, 2003, above referenced, shall remain in full force and effect.

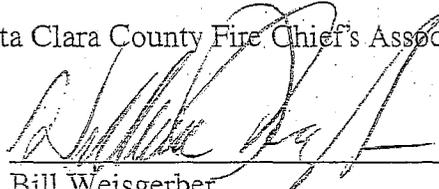
IN WITNESS WHEREOF, this Amendment No. 2 to the Agreement between Network Participants and Northrop Grumman Space and Mission Systems Corporation for professional services related to the Silicon Valley Regional Interoperability Project, dated for identification November 3, 2003, is executed by NETWORK PARTICIPANTS and CONTRACTOR.

"NETWORK PARTICIPANTS":

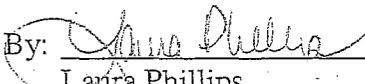
Santa Clara County/City Managers Association

By: 
Bernard Strojny
City Manager, Campbell

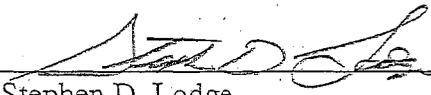
Santa Clara County Fire Chief's Association

By: 
Bill Weisgerber
Fire Chief, Milpitas Fire Department

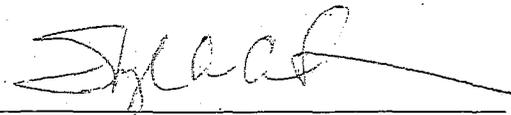
Public Safety Communications Manager's Association

By: 
Laura Phillips
Manager, Technical Services, Sunnyvale
DPS

Santa Clara County Police Chief's Association

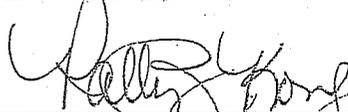
By: 
Stephen D. Lodge
Chief of Police, Santa Clara Police
Department

Public Safety Communications Manager's Association

By: 
Sheryl A. Contois
Technical Services Coordinator, Palo Alto

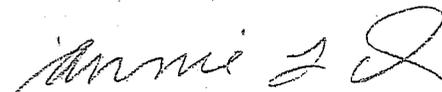
Police Department

FINANCIAL APPROVAL:



~~Asst.~~ Finance and Administrative
Services Director
City of Mountain View

APPROVED AS TO FORM:



Senior Assistant City Attorney
City of Mountain View

"CONTRACTOR":
NORTHROP GRUMMAN COMMERCIAL
SYSTEMS, INC.

By: 

Christine Kelsey
Contracts Manager

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE
NETWORK PARTICIPANTS AND NORTHROP GRUMMAN COMMERCIAL SYSTEMS,
INC. FOR PROFESSIONAL SERVICES RELATED TO THE SILICON VALLEY
REGIONAL INTEROPERABILITY PROJECT

THIS AMENDMENT NO. 3 to the Agreement is dated for identification this th day of April, 2004, and is made by and between the NETWORK PARTICIPANTS and NORTHROP GRUMMAN COMMERCIAL SYSTEMS, INC., having its principal place of business at 1201 Sunset Hills Road, Reston, Virginia, 20190 (hereinafter referred to as "CONTRACTOR").

RECITALS

- A. On or about November 3, 2003, NETWORK PARTICIPANTS and CONTRACTOR entered into an Agreement for Professional Services Related to the Silicon Valley Regional Interoperability Project.
- B. NETWORK PARTICIPANTS desire to exercise the options to procure Contract Data Requirements List (CDRL) Items 09, priced at \$188,527, and 10, priced at \$115,550, thereby increasing the value of this Agreement by Three Hundred Four Thousand Seventy-Seven Dollars (\$304,077) to a new total of One Million Two Hundred Ninety-Eight Thousand Five Hundred Eight Dollars (\$1,298,508).
- C. NETWORK PARTICIPANTS desire to fully fund this Purchase Order, by increasing the funding from Seven Hundred Thousand Dollars (\$700,000), by Five Hundred Ninety-Eight Thousand Five hundred Eight Dollars (\$598,508), to a new total of One Million Two Hundred Ninety-Eight Thousand Five Hundred Eight Dollars (\$1,298,508).
- D. NETWORK PARTICIPANTS and CONTRACTOR desire to amend said Agreement dated for identification November 3, 2003, and all amendments thereto, to reflect said modifications.

NOW, THEREFORE, in consideration of the recitals and mutual promises of the parties contained herein, NETWORK PARTICIPANTS and CONTRACTOR agree to the below-referenced amendments to said Agreement dated for identification November 3, 2003, and all amendments thereto, as follows:

Paragraph 2, Schedule and Term, is amended in its entirety to read:

The schedule for performing said services shall be completed no later than 09 September 2004 as set forth in the Schedule attached to this Agreement as Attachment B.

Paragraph 3, Compensation, is amended to read:

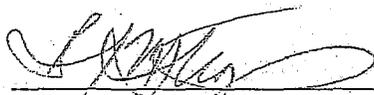
Total compensation for providing services under this Agreement, including expenses shall not exceed the firm-fixed price of \$1,298,508 for CLIN 001, CDRLs 001 through 011. SI shall provide Project Management services at the firm fixed price included under CLIN001. In the event that SI does not complete the Project within the timelines set forth in the Project Plan and Schedule, SI shall not charge Customer any additional Project Management costs to complete the Project provided that Customer has satisfied its obligations set forth in this Statement of Work (SOW).

Paragraph 4(a), Incremental Funding, is deleted in its entirety

IN WITNESS WHEREOF, this Amendment No. 3 to the Agreement between Network Participants and Northrop Grumman Commercial Systems, Inc. for professional services related to the Silicon Valley Regional Interoperability Project, dated for identification November 3, 2003, is executed by NETWORK PARTICIPANTS and CONTRACTOR.

"NETWORK PARTICIPANTS":

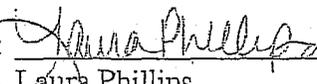
Santa Clara County/City Managers Association

By: 
Bernard Strojny
City Manager, Campbell

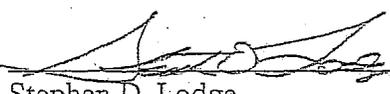
Santa Clara County Fire Chief's Association

By: 
Bill Weisgerber
Fire Chief, Milpitas Fire Department

Public Safety Communications Manager's Association

By: 
Laura Phillips
Manager, Technical Services, Sunnyvale
DPS

Santa Clara County Police Chief's Association

By: 
Stephen D. Lodge
Chief of Police, Santa Clara Police
Department

Public Safety Communications Manager's Association

By: 
Sheryl A. Coitois
Technical Services Coordinator, Palo Alto
Police Department

| Payment Number | Billing Date | Phase 1/Task | Invoice Amount |
|------------------------|----------------------------|---|--------------------|
| 1 | 1-Dec-2003 M/E Nov. '03 | Project Management | \$56,851 |
| | | Project Mobilization | \$43,248 |
| | | Engineering Services (CDRL 03 & 04) | \$43,992 |
| | | Subtotal | \$144,091 |
| 2 | 1-Jan-2004 M/E Dec. '03 | Project Management | \$56,851 |
| | | Engineering Services (CDRL 02 & 04) | \$58,107 |
| | | Subtotal | \$114,958 |
| 3 | 1-Feb-2004 M/E Jan. '04 | Project Management | \$56,851 |
| | | Engineering Services (CDRL 01 & 05) | \$64,400 |
| | | Subtotal | \$121,251 |
| 4 | 1-Mar-2004 M/E Feb. '04 | Project Management | \$56,851 |
| | | Engineering Services (CDRL 05) | \$62,282 |
| | | Subtotal | \$119,133 |
| 5 | 1-Apr-2004 M/E Mar. '04 | Project Management | \$56,851 |
| | | Engineering Services | |
| Subtotal | \$56,851 | | |
| 6 | 1-May-2004 M/E Apr. '04 | Project Management | \$56,851 |
| | | Engineering Services (CDRL 06) | \$142,256 |
| | | Subtotal | \$199,107 |
| 7 | 1-Jun-2004 M/E May. '04 | Project Management | \$56,851 |
| | | Engineering Services (CDRL 11) | \$46,882 |
| | | Subtotal | \$103,733 |
| 8 | 1-Jul-2004 M/E Jun. '04 | Project Management | \$56,851 |
| | | Engineering Services (CDRL 07 & 08) | \$78,457 |
| | | Subtotal | \$135,307 |
| 9 | 1-Aug-2004 M/E Jul. '04 | Project Management | \$56,851 |
| | | Engineering Services | |
| Subtotal | \$56,851 | | |
| 10 | 1-Sep-2004 M/E Aug. '04 | Project Management | \$56,851 |
| | | Engineering Services (CDRL 09) | \$106,283 |
| | | Subtotal | \$163,134 |
| 11 | 1-Oct-2004 M/E Sep. '04 | Project Management | \$18,950 |
| | | Engineering Services (CDRL 010) | \$65,142 |
| | | Subtotal | \$84,092 |
| Billing Summary | | | |
| | | Project Management (Incl. Mobilization) | \$630,705 |
| | | Engineering Services | \$667,803 |
| | | Total Payments | \$1,298,508 |

Note: Payments are exclusive of any costs for authorized work performed on a Time and Material basis (T&M). Authorized T&M work will be invoiced monthly based upon hours/cost incurred.

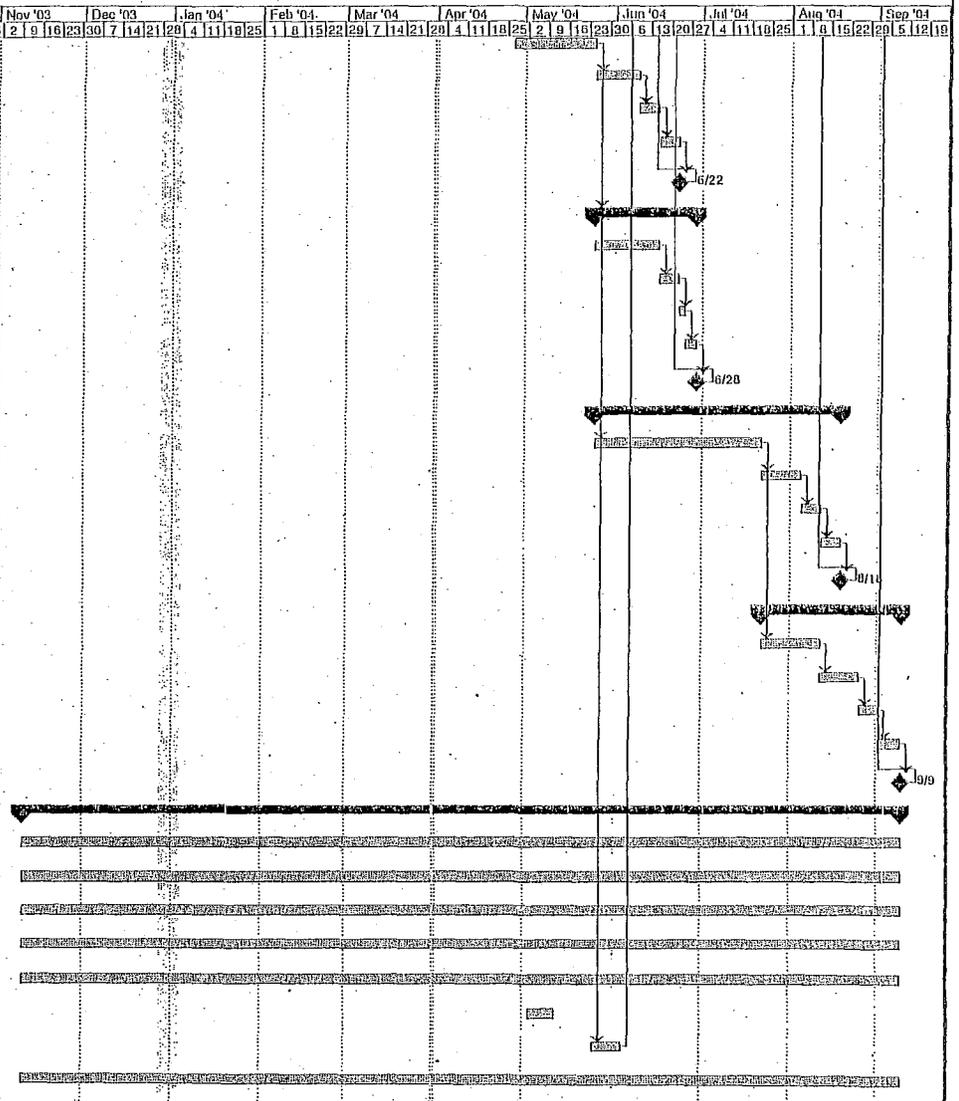
Silicon Valley Regional Interoperability Project Schedule

31 March 2004

| ID | Task Name | Days | Start | Finish | Nov '03 | Dec '03 | Jan '04 | Feb '04 | Mar '04 | Apr '04 | May '04 | Jun '04 | Jul '04 | Aug '04 | Sep '04 |
|-----|---|-------|--------------|--------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 70 | Internal PRA | 169 d | Mon 12/22/03 | Wed 8/25/04 | | | | | | | | | | | |
| 80 | Closeout | 0 d | Thu 9/9/04 | Thu 9/9/04 | | | | | | | | | | | 9/9 |
| 81 | Systems Engineering | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 82 | Technical Exchange Meetings (TEMs) | 191 d | Mon 11/10/03 | Tue 8/17/04 | | | | | | | | | | | |
| 93 | Interop Policy Working Group Mtgs | 191 d | Mon 11/10/03 | Tue 8/17/04 | | | | | | | | | | | |
| 104 | Requirements Traceability Database | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 105 | Review Network Participant Provided Documents | 20 d | Mon 11/10/03 | Tue 12/9/03 | | | | | | | | | | | |
| 106 | Data Integration | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 107 | Needs Analysis & Ops Concept | 45 d | Mon 11/10/03 | Thu 1/22/04 | | | | | | | | | | | |
| 108 | Interview Roster Candidate | 5 d | Mon 11/10/03 | Fri 11/14/03 | | | | | | | | | | | |
| 109 | Interview Topics/Questionnaire (CDRL-04) | 5 d | Mon 11/10/03 | Fri 11/14/03 | | | | | | | | | | | |
| 110 | Interview Schedule | 5 d | Mon 11/17/03 | Fri 11/21/03 | | | | | | | | | | | |
| 111 | Conduct Stakeholder Interviews | 15 d | Mon 11/24/03 | Tue 12/16/03 | | | | | | | | | | | |
| 112 | Stakeholder Needs Summary (CDRL-05) | 10 d | Wed 12/17/03 | Thu 1/8/04 | | | | | | | | | | | |
| 113 | Needs Identification (CFI-04) | 0 d | Thu 1/22/04 | Thu 1/22/04 | | | | | | | | | | | |
| 114 | System Arch / Recommendation | 172 d | Fri 1/9/04 | Thu 9/9/04 | | | | | | | | | | | |
| 115 | Evaluate Alternative Approaches & RDR | 57 d | Fri 1/9/04 | Mon 3/29/04 | | | | | | | | | | | |
| 116 | Identify Alternatives | 95 d | Fri 1/9/04 | Thu 2/26/04 | | | | | | | | | | | |
| 117 | Develop Evaluation Criteria | 10 d | Fri 2/13/04 | Thu 2/26/04 | | | | | | | | | | | |
| 118 | Perform Eval & Doc Recommendation | 20 d | Fri 2/27/04 | Thu 3/25/04 | | | | | | | | | | | |
| 119 | Draft Recomm Design Review (RDR) (CDRL-06a) | 1 d | Fri 3/12/04 | Fri 3/12/04 | | | | | | | | | | | |
| 120 | Final Recomm Design Review (RDR) (CDRL-06b) | 1 d | Mon 3/29/04 | Mon 3/29/04 | | | | | | | | | | | |
| 121 | Net.Participant Review / Design Alternative Selection | 0 d | Mon 4/26/04 | Mon 4/26/04 | | | | | | | | | | | |
| 122 | Finalize System Architecture (CDRL-07) | 40 d | Tue 4/27/04 | Tue 6/22/04 | | | | | | | | | | | |
| 123 | Develop System Architecture | 20 d | Tue 4/27/04 | Mon 5/24/04 | | | | | | | | | | | |
| 124 | Network Participant Review | 10 d | Tue 5/25/04 | Tue 6/8/04 | | | | | | | | | | | |
| 125 | Rework | 9 d | Wed 6/9/04 | Tue 6/15/04 | | | | | | | | | | | |
| 126 | Network Participant Approval | 5 d | Wed 6/16/04 | Tue 6/22/04 | | | | | | | | | | | |
| 127 | Network Participant Acceptance | 0 d | Tue 6/22/04 | Tue 6/22/04 | | | | | | | | | | | |
| 128 | Grant Submittal Doc (CDRL-08) | 24 d | Tue 5/25/04 | Mon 6/28/04 | | | | | | | | | | | |
| 129 | Develop Grant Submittal Doc | 15 d | Tue 5/25/04 | Tue 6/15/04 | | | | | | | | | | | |
| 130 | Network Participant Review | 5 d | Wed 6/16/04 | Tue 6/22/04 | | | | | | | | | | | |

Silicon Valley Regional Interoperability Project Schedule

| ID | Task Name | Days | Start | Finish | Nov '03 | Dec '03 | Jan '04 | Feb '04 | Mar '04 | Apr '04 | May '04 | Jun '04 | Jul '04 | Aug '04 | Sep '04 |
|-----|---|-------|--------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 163 | Develop System Architecture | 20 d | Tue 4/27/04 | Mon 5/24/04 | | | | | | | | | | | |
| 164 | Network Participant Review | 10 d | Tue 5/25/04 | Tue 6/8/04 | | | | | | | | | | | |
| 165 | Rework | 5 d | Wed 6/9/04 | Tue 6/15/04 | | | | | | | | | | | |
| 166 | Network Participant Approval | 5 d | Wed 6/16/04 | Tue 6/22/04 | | | | | | | | | | | |
| 167 | Network Participant Acceptance | 0 d | Tue 6/22/04 | Tue 6/22/04 | | | | | | | | | | | |
| 168 | Grant Submittal Doc (CDRL-08) | 24 d | Tue 5/25/04 | Mon 6/28/04 | | | | | | | | | | | |
| 169 | Develop Grant Submittal Doc | 15 d | Tue 5/25/04 | Tue 6/15/04 | | | | | | | | | | | |
| 170 | Network Participant Review | 5 d | Wed 6/16/04 | Tue 6/22/04 | | | | | | | | | | | |
| 171 | Rework | 2 d | Wed 6/23/04 | Thu 6/24/04 | | | | | | | | | | | |
| 172 | Network Participant Approval | 2 d | Fri 6/25/04 | Mon 6/28/04 | | | | | | | | | | | |
| 173 | Network Participant Acceptance | 0 d | Mon 6/28/04 | Mon 6/28/04 | | | | | | | | | | | |
| 174 | System Specification / RFP (CDRL-09) | 60 d | Tue 5/25/04 | Wed 8/18/04 | | | | | | | | | | | |
| 175 | Develop System Spec / RFP | 40 d | Tue 5/25/04 | Wed 7/21/04 | | | | | | | | | | | |
| 176 | Network Participant Review | 10 d | Thu 7/22/04 | Wed 8/4/04 | | | | | | | | | | | |
| 177 | Rework | 5 d | Thu 8/5/04 | Wed 8/11/04 | | | | | | | | | | | |
| 178 | Network Participant Approval | 5 d | Thu 8/12/04 | Wed 8/18/04 | | | | | | | | | | | |
| 179 | Network Participant Acceptance | 0 d | Wed 8/18/04 | Wed 8/18/04 | | | | | | | | | | | |
| 180 | Implementation Strategy (CDRL-10) | 35 d | Thu 7/22/04 | Thu 9/9/04 | | | | | | | | | | | |
| 181 | Development | 15 d | Thu 7/22/04 | Wed 8/11/04 | | | | | | | | | | | |
| 182 | Network Participant Review | 10 d | Thu 8/12/04 | Wed 8/25/04 | | | | | | | | | | | |
| 183 | Rework | 5 d | Thu 8/26/04 | Wed 9/1/04 | | | | | | | | | | | |
| 184 | Network Participant Approval | 5 d | Thu 9/2/04 | Thu 9/9/04 | | | | | | | | | | | |
| 185 | Network Participant Acceptance | 0 d | Thu 9/9/04 | Thu 9/9/04 | | | | | | | | | | | |
| 186 | Alternative Funding | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 187 | Alternative Funding Source Identification | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 188 | Alternative Funding Application Preparation | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 189 | Alternative Funding Application Tracking | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 190 | Alternative Funding Application Denial | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 191 | Grant/Funding Opportunity Reporting | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 192 | Countywide E-Comm Microwave Net | 7 d | Mon 5/3/04 | Tue 5/11/04 | | | | | | | | | | | |
| 193 | Regional Radio Project Long Term Assessment (CDRL-11) | 7 d | Tue 5/25/04 | Thu 6/3/04 | | | | | | | | | | | |
| 194 | Additional T&M Eng Svcs Tasks (CLIN 002) | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |



AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN THE
NETWORK PARTICIPANTS AND NORTHROP GRUMMAN COMMERCIAL SYSTEMS,
INC. FOR PROFESSIONAL SERVICES RELATED TO THE SILICON VALLEY
REGIONAL INTEROPERABILITY PROJECT

THIS AMENDMENT NO. 4 to the Agreement is dated for identification this 4th day of August, 2004, and is made by and between the NETWORK PARTICIPANTS and NORTHROP GRUMMAN COMMERCIAL SYSTEMS, INC., having its principal place of business at 12011 Sunset Hills Road, Reston, Virginia, 20190 (hereinafter referred to as "CONTRACTOR").

RECITALS

- A. On or about November 3, 2003, NETWORK PARTICIPANTS and CONTRACTOR entered into an Agreement for Professional Services Related to the Silicon Valley Regional Interoperability Project.
- B. At the request of the NETWORK PARTICIPANTS, the CONTRACTOR submitted a proposal dated 27 July 2004 to delete CDRL 10 and to add CDRLs 12 and 13 for a no-cost change and with no change to the schedule in accordance with the revised Statement of Work dated 15 July 2004. The NETWORK PARTICIPANTS desire to accept said proposal and to make it a part of this Agreement.
- C. NETWORK PARTICIPANTS and CONTRACTOR desire to amend said Agreement dated for identification November 3, 2003, and all amendments thereto, to reflect said modifications.

NOW, THEREFORE, in consideration of the recitals and mutual promises of the parties contained herein, NETWORK PARTICIPANTS and CONTRACTOR agree to the below-referenced amendments to said Agreement dated for identification November 3, 2003, and all amendments thereto, as follows:

Paragraph 33, Agreement Content and Order of Precedence, is changed as follows:

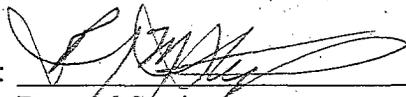
- 1) Attachment A, Statement of Work is revised to reflect the procurement of the Additional Services for CDRLs 12 and 13 and the deletion of CDRL 10.
- 2) Attachment B, Schedule is revised to reflect the procurement of the Additional Services for CDRLs 12 and 13 and the deletion of CDRL 10. The completion date remains at 09 September 2004.
- 3) Attachment D, Payment Schedule is revised to incorporate the procurement of the Additional Services for CDRLs 12 and 13 and the deletion of CDRL 10, at no additional cost, into the payment milestones.

All other terms and conditions in that certain Agreement dated for identification November 3, 2003, above referenced, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 4 to the Agreement between Network Participants and Northrop Grumman Commercial Systems, Inc. for professional services related to the Silicon Valley Regional Interoperability Project, dated for identification November 3, 2003, is executed by NETWORK PARTICIPANTS and CONTRACTOR.

"NETWORK PARTICIPANTS":

Santa Clara County/City Managers Association

By: 
Bernard Strojny
City Manager, Campbell

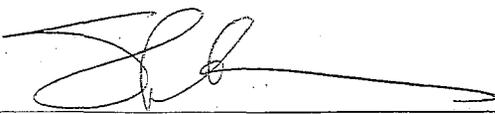
Santa Clara County Fire Chiefs Association

By: 
Bill Weisgerber
Fire Chief, Milpitas Fire Department

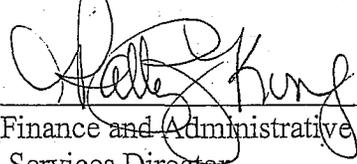
Santa Clara County Police Chiefs Association

By: 
Stephen D. Lodge
Chief of Police, Santa Clara Police
Department

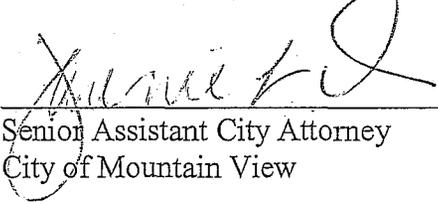
Public Safety Communications Manager's
Association

By: 
Sheryl A. Contois
Technical Services Coordinator, Palo Alto
Police Department

FINANCIAL APPROVAL:


Asst. Finance and Administrative
Services Director
City of Mountain View

APPROVED AS TO FORM:


Senior Assistant City Attorney
City of Mountain View

"CONTRACTOR":
NORTHROP GRUMMAN COMMERCIAL
SYSTEMS, INC.

By: 
Christine Kelsey
Contracts Manager

Silicon Valley Regional Interoperability Project

STATEMENT OF WORK

PHASE 1

15 July 2004

Prepared By

Northrop Grumman Commercial Systems, Inc.
Commercial, State and Local Solutions
State and Local Public Safety Solutions
12011 Sunset Hills Road
Reston, Virginia 20190

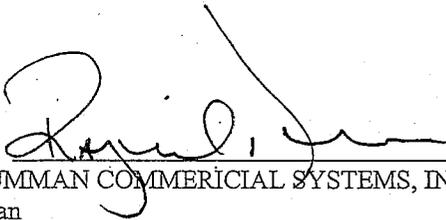
Prepared For

Steering Committee
Silicon Valley Regional Interoperability Project
C/o David Rauschhuber
70 North First Street
Campbell, CA 95008

APPROVAL

Approved By: _____ Date: _____
 STEERING COMMITTEE
 Sheryl A Contois

Approved By: _____ Date: _____
 STEERING COMMITTEE
 Stephen D. Lodge

Approved By:  _____ Date: 2 Aug 04
 NORTHROP GRUMMAN COMMERCIAL SYSTEMS, INC.,
 Raymond C. Duncan

REVISION/CHANGE RECORD

| DATE | REV. OR CHGE NO. | AUTHORIZATION | CHANGE DESCRIPTION | PAGES AFFECTED |
|--------------|------------------|---------------|---|----------------|
| 25 May 2004 | Ver. 1 | | Original Submission | All |
| 15 July 2004 | Ver. 2 | | Incorporation of E-Comm Network Design Task and Network Operations Center Concept | 11, 12 and 15 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

TABLE OF CONTENTS

| | | |
|--------|--|----|
| 1. | General..... | 1 |
| 1.1. | Background..... | 2 |
| 1.2. | Overview of Phased Approach..... | 2 |
| 1.3. | Phase 1 Overview..... | 4 |
| 1.4. | Roles and Responsibilities..... | 4 |
| 1.4.1. | Customer..... | 4 |
| 1.4.2. | Systems Integrator..... | 5 |
| 2. | Project Management, Systems Engineering and Alternative Funding Support..... | 6 |
| 2.1. | Project Management..... | 6 |
| 2.1.1. | Project Plan and Schedule (CDRL-01)..... | 6 |
| 2.1.2. | Progress Reports (CDRL-02)..... | 6 |
| 2.1.3. | Data Management..... | 6 |
| 2.1.4. | Risk/Opportunity Management..... | 7 |
| 2.1.5. | Meeting and Reviews..... | 7 |
| 2.2. | Systems Engineering..... | 7 |
| 2.2.1. | Analyze and Validate Existing Project Documentation..... | 7 |
| 2.2.2. | Needs Analysis..... | 8 |
| 2.2.3. | Requirements Traceability Database..... | 8 |
| 2.2.4. | System Architecture..... | 9 |
| 2.2.5. | Reserved (CDRL-10)..... | 11 |
| 2.3. | Alternative Funding..... | 11 |
| 2.3.1. | Alternative Funding Application Preparation..... | 11 |
| 2.4. | Countywide Emergency Communications (E-Comm) Microwave Network.... | 11 |
| 2.4.1. | E-COMM Network Design (CDRL-12)..... | 11 |
| 2.4.2. | Network Operations Center (NOC) Concept (CDRL-13)..... | 11 |
| 2.5. | Silicon Valley Regional Interoperability Project Long Term Assessment (CDRL-11)..... | 12 |
| 3. | Additional Time and Material (T&M) Engineering Services Tasks..... | 13 |
| 4. | Deliverables..... | 14 |
| 5. | Customer Furnished Items..... | 16 |
| 5.1. | Project Office (CFI-01)..... | 16 |
| 5.1.1. | Project LAN/WAN..... | 16 |
| 5.2. | Project Personnel Access Approval (CFI-02)..... | 16 |
| 5.3. | Provide Existing Project Documents (CFI-03)..... | 16 |
| 5.4. | Needs Identification (CFI-04)..... | 16 |
| 5.5. | Customer Design Selection (CFI-05)..... | 17 |
| 5.6. | RFP Framework (CFI-06)..... | 17 |
| 5.7. | E-Comm Design (CFI-07)..... | 17 |
| 6. | Definitions..... | 18 |
| 6.1. | Applicable Documents..... | 18 |
| 6.2. | Contract Data Requirements List (CDRL)..... | 18 |
| 6.3. | Contract Line Item Number (CLIN)..... | 18 |

Information Technology

| | | |
|-------|---------------------------------------|----|
| 6.4. | Customer Furnished Items (CFI) | 18 |
| 6.5. | Days | 18 |
| 6.6. | Firm Fixed Price (FFP) | 18 |
| 6.7. | Interoperability..... | 18 |
| 6.8. | Shall | 19 |
| 6.9. | Task Order | 19 |
| 6.10. | Technical Exchange Meeting (TEM)..... | 19 |
| 6.11. | Time and Material (T&M)..... | 19 |

1. General

This Statement of Work (SOW) describes the tasks to be performed by Northrop Grumman Mission Systems Inc. (hereinafter referred to as the 'Systems Integrator' or "SI") for Phase 1 of the Silicon Valley Regional Interoperability Project hereinafter referred to as 'the Project'. The Customer for the Project are the Network Participants consisting of Eighteen Santa Clara County jurisdictions, representing some thirty law enforcement, fire and emergency medical services agencies within Santa Clara County, partnered together under the general direction of the Santa Clara County/Cities Managers' Association. The Network Participants have entered into a joint agreement for this Project and authorized the Communications Steering Committee, as the Customer Project Manager, to act as its agent for purposes of this Agreement. The Network Participants are hereinafter referred to as the "the Customer".

Customer and SI shall have joint responsibility for several tasks within the Project and each have designated a Project Manager or Coordinator. This SOW outlines the roles and responsibilities of the Customer and SI for the Project. SI Project Manager and Customer's Project Coordinator are collectively referred to as the "Team".

The cities of Campbell, Cupertino, Gilroy, Los Altos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale, County of Santa Clara, Towns of Los Altos Hills and Los Gatos, represented by the following law enforcement, fire and emergency medical services agencies are potential Stakeholders in the Project as identified below:

1. American Medical Response
2. California Highway Patrol
3. Campbell Police Department
4. Criminal Justice Information Center
5. Gilroy Fire Department
6. Gilroy Police Department
7. Los Altos Police Department
8. Los Gatos/Monte Sereno Police Department
9. Milpitas Fire Department
10. Milpitas Police Department
11. Morgan Hill Police Department
12. Mountain View Fire Department
13. Mountain View Police Department
14. Palo Alto Fire Department
15. Palo Alto Police Department
16. San Jose Fire Department
17. San Jose Police Department, including the SJ Airport Police
18. San Jose State University Police
19. Santa Clara Communications

20. Santa Clara County Communications
21. Santa Clara County District Attorney
22. Santa Clara County Fire Department
23. Santa Clara County Sheriff
24. Santa Clara County Sheriff's Law Enforcement Telecommunications System
25. Santa Clara Fire Department
26. Santa Clara Police Department
27. Santa Clara Valley Water District
28. Saratoga Fire District
29. South County Fire District - California Dept. of Forestry
30. Stanford Police Department (Represented by Sheriff/Palo Alto Police/Fire)
31. Sunnyvale Department of Public Safety

1.1. Background

The Customer seeks to build a state-of-the-art radio interoperability and data integration system for public safety. Additionally, Customer seeks assistance in identifying and obtaining alternative funding resources for the Project, to include grants, and other alternative funding options.

1.2. Overview of Phased Approach

The Project consists of two distinct phases of work:

- Phase 1: – Definition, Recommendations, System Specification, Alternative Funding Support and Preparation of a Request for Proposal for a state-of-the-art radio interoperability and data integration system;
- Phase 2: – System Engineering, Integration, Deployment, Implementation and Systems Verification of a state-of-the-art radio interoperability and data integration system.

This SOW includes Phase 1 tasks only as identified below. Phase 2 activities will be addressed in a separate SOW.

| Contract Line Item No. (CLIN) | Title | Pricing Type | Description |
|-------------------------------|--|-------------------|---|
| 001 | Project Management, Systems Engineering, and Alternative Funding Support | Firm Fixed Price | Phase 1 Project Management, Systems Engineering, and Alternative Funding Support as defined in Section 2. |
| 002 | As Required Additional Engineering and/or Alternative Funding Support | Time and Material | As described in individual work orders, upon request from the Customer. |

Figure 1-1 shows the project phases and the sequencing of the major activities.

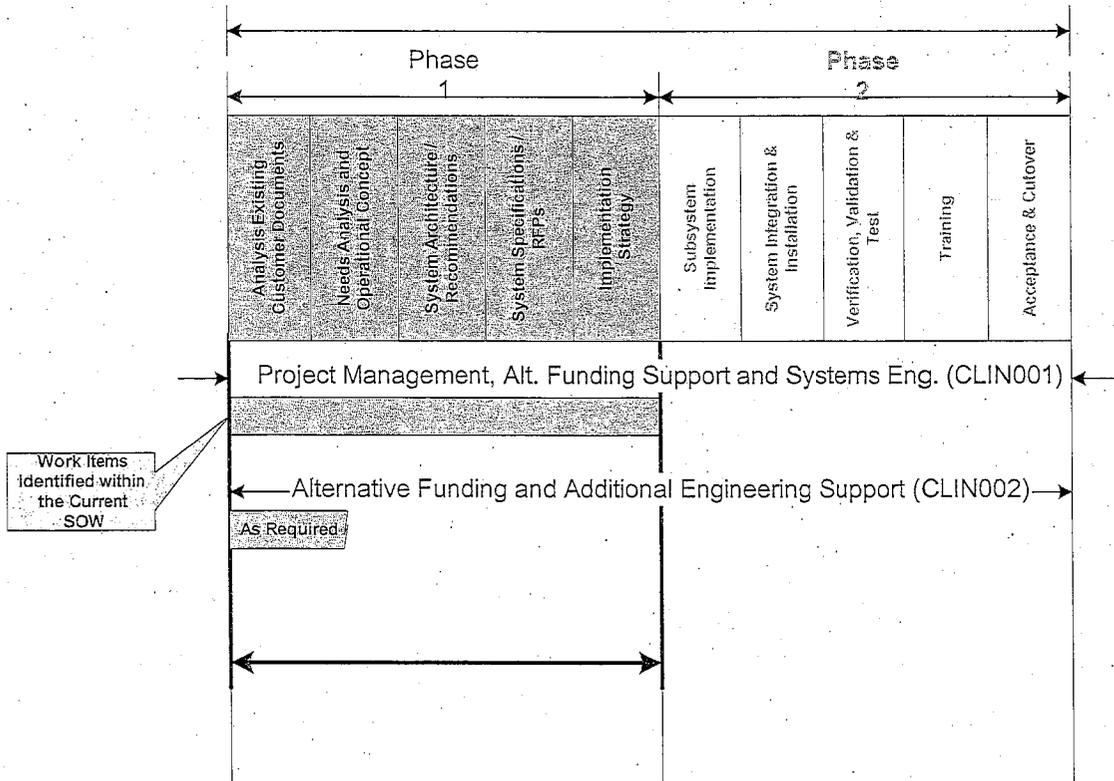


Figure 1-1. CLIN and Phase Structure of the Project

1.3. Phase 1 Overview

During Phase 1 of the Project, the Team will develop a complete, comprehensive, and integrated Operational Concept Definition of the proposed Interoperability Project. The process will begin with a validation of the documentation and concepts that are embodied in the current, work-in-process Project documents. Any outstanding issues or discrepancies will be clarified and resolved prior to beginning work on the Operational Concept Definition. SI will perform a Needs Analysis (CDRL-05) to complete the Operational Concept Definition and to lay the groundwork for development of a recommended System Architecture (CDRL-06).

The System Architecture builds upon the Operational Concept Definition and documents the scope of the resulting solution as well as the major system interfaces. The System Architecture will include security architecture, disaster recovery approach, and operational considerations. Once the System Architecture (CDRL-07) has been approved the SI will prepare technical material, "Alternative Funding Design Documentation" (CDRL-08), to be used by the funding subcontractor in the preparation of funding submissions.

Following System Architecture (CDRL-07) approval, SI will proceed with the development of the System Specifications (CDRL-09) for both radio interoperability and data integration. The System Specifications will serve as the basis for RFPs. The specifications will be developed at the level of detail necessary to support the technical evaluation of a wide range of third party and Commercial Off-The-Shelf (COTS) software, hardware, and firmware products. The products will be subject to third party supplier solicitation, negotiation, and option-commitment agreements during Phase 2. The products will also be acquired during Phase 2, integrated, and deployed as the final physical radio interoperability and data integration system.

SI understands the Customer's requirement to achieve interoperability and data integration by leveraging existing resources augmented by Customer planned upgrades. Therefore, SI will work to achieve the highest level of interoperability that can be achieved based on the existing Customer radio and data infrastructures and on other Customer constraints.

SI will develop an Implementation Strategy (CDRL-10) that will further define the resources and processes necessary to undertake and successfully complete Phase 2. The Implementation Strategy will address the System Implementation, System Integration and Test, Training, Final Acceptance and Cutover to Operational status of the radio interoperability and data integration system.

1.4. Roles and Responsibilities

1.4.1. Customer

Customer will have final approval authority for all SI Phase 1 deliverables set forth in this SOW. Customer will fully participate in all Phase 1 work, to include radio

interoperability and data integration system design. The Master Schedule defines dates for CFI, Customer meetings, review periods, and other Customer inputs. The SI assumes availability of Customer's subject matter experts in accordance with schedule requirements and the Customer will close assigned action items in a timely manner.

1.4.2. Systems Integrator

SI will manage matters relating to the performance of the Agreement, ensuring that the personnel necessary are assigned and made available at the times and places necessary to meet established schedules.

2. Project Management, Systems Engineering and Alternative Funding Support

This Contract Line Item Number 001 (CLIN001) outlines the Project Management, Alternative Funding Support and Systems Engineering for the Project and consists of the following tasks.

2.1. Project Management

2.1.1. Project Plan and Schedule (CDRL-01)

The Project Plan (Attachment B) shall include a Project Schedule and will provide common guidance to ensure the successful accomplishment of tasks. The Project Schedule shall provide the necessary information to ensure each SOW task is completed as scheduled for Phase 1. Holidays and non-working days will be shown on the schedule. The period between Christmas Eve and New Years Day will be non-working days.

2.1.2. Progress Reports (CDRL-02)

SI shall provide bi-weekly Project Progress Reports to the Project Coordinator in a mutually agreed format. The Progress Reports shall include:

- a. The Project Schedule updated to show progress and present projections. All plan changes and late performance shall be explained.
- b. Technical progress.
- c. Project problems and corrective action taken or planned.
- d. Status of open items submitted to Project Coordinator pending approval or waivers.
- e. Status of Contract Data Requirements List (CDRL) items.
- f. Status of assigned action items
- g. Alternative Funding Information

2.1.3. Data Management

SI shall utilize a data management system to document and control the configuration of SI's Phase 1 deliverables. Deliverable documents shall be readable using Microsoft Office applications unless otherwise coordinated with the Project Coordinator. The configuration management procedures cover the processing of changes, establishing and maintaining baselines. The data management system provides for preparation, review, release, change control, storage, retrieval and distribution of CDRL and other documents. In addition, SI shall provide access to approved CDRL items through a Systems Integrator maintained server; the Team shall control Customer access.

2.1.4. Risk/Opportunity Management

SI shall provide input to the Customer's process for evaluating and mitigating risk and identifying opportunities related to the Project.

2.1.5. Meeting and Reviews

SI shall participate in meetings as they pertain to the Project. SI shall perform in the capacity indicated at each of the following meeting types:

2.1.5.1. Project Management Support Meetings (CDRL-03)

SI shall lead and/or contribute to Project Management Support Meetings as requested by the Project Coordinator to support the advancement of the Project. These meetings shall include but not be limited to City Council Meetings and other such requested forums. Preparation of Briefing materials and White Papers (2-3 pages average length) may be requested in preparation for such meetings, provided that such research and preparation does not exceed 50 staff hours for Phase 1.

2.1.5.2. Recommendation Design Review Meetings

The Team shall coordinate, schedule and lead separate Recommendation Design Review Meetings with the Stakeholders regarding radio interoperability and data integration.

2.1.5.3. Technical Exchange Meetings (TEMs)

SI shall participate in Technical Exchange Meetings (TEMs) to support the review and resolution of Project requirements and design issues as set forth in Section 6.10, herein. The SI's participation in ad hoc, Customer initiated TEM will not exceed 8 staff hours per calendar month. The Customer will fund any SI travel required to attend meetings at locations outside the County.

2.1.5.4. Interoperability Policy Workgroup Meetings

SI shall participate in Interoperability Policy Workgroup Meetings as required to support ongoing or anticipated, Project work. The SI's participation in Interoperability Policy Workgroup Meetings will not exceed 8 staff hours per calendar month.

2.2. Systems Engineering

Systems Engineering provides analysis, system design / recommendation, and System Specifications (RFP) and a Phase 2 Implementation Strategy for the Project.

2.2.1. Analyze and Validate Existing Project Documentation

The Project Coordinator shall provide SI with complete documentation prepared for the project to date for SI to review. SI shall review these documents for completeness. The Customer shall provide the SI with reasonable and timely access to existing project

documentation for review and/or reproduction upon request from SI following execution of the Agreement.

2.2.2. Needs Analysis

This Analysis shall include interviews of the Customers' Staff in order to develop an Operational Concept Definition and outline the needs of the Stakeholders.

2.2.2.1. Interview Roster Candidate

Team shall prepare a roster of interview candidates (representing groups and/or individuals) who are Stakeholders in the Project. The Project Coordinator shall assign each candidate on the approved interview roster to one or more "input-groups". An interview candidate may belong to more than one input group.

2.2.2.2. Interview Topics/Questionnaire (CDRL-04)

Team shall develop specific interview topics and questionnaire material.

2.2.2.3. Interview Schedule

Team shall schedule dates/times to interview the Stakeholders.

2.2.2.4. Conduct Stakeholder Interviews

SI shall conduct individual or group interviews of all Stakeholders on the interview roster.

2.2.2.5. Stakeholder Needs Summary (CDRL-05)

SI shall prepare a Systems Stakeholder Needs Summary that reflects the priorities identified during the Stakeholder interviews. The Needs Summary shall be captured into the Requirements Traceability Database. The Project Coordinator shall provide a prioritized list of the Needs identified in accordance with Section 5.4.

2.2.2.6. Operational Concept Definition

Team shall develop the Operational Concept Definition, which describes, both from user and technical viewpoints, the functions and capabilities of the radio interoperability and data integration system.

2.2.3. Requirements Traceability Database

SI shall design a Requirements Traceability Database (RTDB) for use in tracking radio interoperability and data integration requirements. This database shall provide access for the Team members via a controlled access. Team shall be able to review the RTDB as it is developed and provide comments. SI shall control all changes to the RTDB.

2.2.4. System Architecture

SI shall develop will evaluate no more than three (3) alternative solutions for radio interoperability and data integration based upon Customer input for presentation at the Requirements Design Review. SI shall evaluate the alternative high-level systems architectures and present the results to the Team at the Recommendation Design Reviews. The Customer Project Manager shall direct SI as to the whether to continue with the recommended solutions or select from one of the evaluated alternatives. SI shall finalize the systems architectures for the radio interoperability and data integration. The System Architecture shall identify the major system components, interfaces to external systems, and preliminary data flow diagrams.

Radio Interoperability will involve the design and recommendation for an interoperable solution for all Network Participants based upon the existing voice radio network without replacement or augmentation of the existing radio hardware or tower locations. The design will take into consideration the Microwave Grant awarded to the City of San Jose in September of 2003 ("Microwave Grant"). Data Integration will involve the design and recommendation for an interoperable solution for all Network Participants based upon the existing Computer Aided Dispatch (CAD) network without replacement or augmentation of the existing Systems. The design will take into consideration the Microwave Grant. The design will also take into consideration the extension of existing CAD systems to neighboring jurisdictions. A monolithic CAD solution is not an option and will not be considered by the SI.

Trade studies may be performed to assist in the design and selection process for the various alternatives and to document major design decisions. In the event that Engineering is required to modify existing facilities to accommodate the proposed final solution, separate pricing will be provided for any modifications required as a part of the solution.

2.2.4.1.Recommendation Design Review (CDRL-06)

SI shall prepare a draft and final written Recommendation Design Review (RDR) for the radio interoperability and data integration system. There will be a single Recommendation Design Review containing the alternative solutions for both data integration and radio interoperability. SI shall present technical aspects of the evaluated approaches, review criteria (including functional, lifecycle cost, implementation schedule and risk, operational considerations), criteria weighting, and SI's recommendations. Customer Project Manager shall direct SI as to the whether to continue with the recommended solutions or select from one of the evaluated alternatives within twenty (20) business days of receipt of the final RDR in accordance with Section 5.5, Customer Design Selection, of this SOW. The SI will support the Customer Project Team in the presentation of the RDR briefing to other Stakeholders within the twenty-day evaluation period as required.

2.2.4.2. System Architecture Document (CDRL-07)

System Architecture Document shall be developed for the system designs selected for the radio interoperability and data integration system. A single System Architecture Document will be developed for both data integration and radio interoperability. The System Architecture shall describe the major system components and how they in combination address the system requirements. System Architecture Documents shall address the following:

- System Requirements Baseline: e.g. Functional, Performance, External Interfaces, & Operational requirements.
- Security Architecture: Network and User Security. The security architecture shall be in compliance to the Customer's Security Policies and shall provide context for the security related requirements of the system.
- Disaster Recovery: Analysis of failure and disaster scenarios including device faults, telecommunications failures, outages from natural disasters as well as risks from terrorist action. Technical and procedural steps that shall allow for continued operation, failover and recovery, data integrity, and system restoral shall be described. Duplication of services at different physical facilities within the County infrastructure shall also be addressed.
- System Interface(s): Interfaces between the System and existing systems. The emphasis is on functional interfaces augmented with physical and/or electrical properties of the interface as appropriate.
- Additional design information: Data flow diagrams, structure charts, as appropriate

2.2.4.3. Alternative Funding Documentation (CDRL-08)

SI shall prepare the necessary design documentation that is required for identified radio interoperability and data integration funding opportunities.

2.2.4.4. System Specifications / RFPs (CDRL-09)

All defined work associated with the System Specifications / RFPs and CDRL-09 is proposed as separately priced work on the Payment Plan and Schedule (Attachment D) and the price is valid through June 2004. The proposed price assumes that the SI technical staff will begin this work without work stoppage following the completion of the System Architecture (CDRL-07). If this is not the case the technical staff may be reassigned. Therefore, the price validity is based on receipt of a change order from the Steering Committee to proceed with the work 30 days prior to initial submission of the System Architecture (CDRL-07).

SI shall draft Request for Proposals (RFP) for radio interoperability and data integration system. Each RFP shall include a System Specification and scope of services. The System Specification outlines the system requirements and the methods to be used to ensure that each requirement has been met. Requirements pertaining to the system external interfaces may be presented in the System Specification.

2.2.5. Reserved (CDRL-10)**2.3. Alternative Funding**

SI will informally identify alternative funding sources through their Business Development Staff. Funding efforts supported by the SI Business Development staff are not a direct cost to the Customer and will be borne by the SI.

2.3.1. Alternative Funding Application Preparation

SI and Customer shall work together to meet identified funding source deadlines. SI shall prepare the technical descriptions and details required for grant applications prepared by the Customer and / or their Contractor. The SI will provide the information electronically to the Customer.

2.4. Countywide Emergency Communications (E-Comm) Microwave Network

SI shall participate in Radio Technical Committee discussions as required to identify issues and potential problems with the proposed system. Participation by the SI in activities related to the oversight of the E-Comm Microwave Network contractor will not exceed 50 staff hours.

2.4.1. E-COMM Network Design (CDRL-12)

SI shall create and deliver an E-Comm Network Design and Specification document in support of the Microwave design underway by Harris Corp. The Design and Specification document shall support the proposed Regional Interoperability Information Broker and Land Mobile Radio Network interoperability specifications. The specific points to be covered in the design/specification document shall include the following:

- System Requirements Baseline: e.g. Functional, Performance, External Interfaces, & Operational requirements; both proposed and existing.
- Security Architecture: Network and User Security. The security architecture shall be in compliance to the Customer's Security Policies and shall provide context for the security related requirements of the system.
- System Interface(s): Interfaces between the proposed E-Comm System and existing systems. The emphasis is on functional interfaces augmented with physical and/or electrical properties of the interface as appropriate.

2.4.2. Network Operations Center (NOC) Concept (CDRL-13)

SI shall draft a white paper designed for executives that explores the concepts of a Network Operation Center. The paper will address the relationships associated to the management of the Element Managers for the E-Comm Network RF and Data Networks, the proposed Regional Interoperability Information Broker (RIIB), and Land Mobile Radio Network interoperability solutions. The white paper shall additionally address the

design and operations philosophies of “centralized” (Manager of Managers (MoM)) control.

2.5. Silicon Valley Regional Interoperability Project Long Term Assessment (CDRL-11)

SI shall conduct a high level assessment of future public safety radio industry technology trends as they impact the Bay Area. This will include a recommendation for the long-term radio planning and future infrastructure investments for Public Safety in the Silicon Valley. The assessment shall assist the Customer with planning for future radio interoperability efforts and associated funding requirements. Preparation of the Long Term Assessment of future public safety radio industry technology trends by the SI will not exceed 50 staff hours.

3. Additional Time and Material (T&M) Engineering Services Tasks

This Contract Line Item Number 002 (CLIN002) provides services in support of a mechanism for Additional Tasks that the Customer may request of SI. CLIN 002 Task Orders are available to provide support to the Project as necessary, on a Time and Material basis. SI shall perform services at the Customer's sole discretion and direction and commence work on any task order only after obtaining written authorization from the Customer Project Manager, for that specific task order.

4. Deliverables

SI shall provide deliverable documentation as specified in the Contract Data Requirements List (CDRL) as set forth in Table 4-1 to the Project Coordinator. The Customer shall process each document for approval and acceptance as set forth below.

SI shall update CDRLs based on comments from the Project Coordinator. The Project Coordinator shall review CDRL submittals and provide written notification of the acceptance or actions and comments against each CDRL to SI within the time specified in the table below. If the Customer finds the submission inadequate, the Project Coordinator shall provide a consolidated list of comments and action items addressing each inadequacy to SI, specifying how any inadequacy conflicts with direction in the SOW, the Agreement and/or previously agreed to Deliverables. SI shall address, correct, and update the CDRL for each comment and/or action item, and then resubmit the CDRL within the times as stated in Table 4-1. The Customer shall review and approve only those elements previously identified as not acceptable and to confirm that all previous comments have been satisfactorily incorporated within the time stated in Table 4-1.

Final acceptance shall occur when the Customer Project Manager accepts the final deliverable in writing or fails to provide written comments to SI within the time specified in Table 4-1. If comments are provided, the Customer Project Manager shall provide written acceptance within the time specified or the deliverable document should be deemed accepted by the Customer.

Table 4-1 lists SI's Deliverable Documents for Phase 1 of the Project. SI shall deliver all documents in SI's format to the Project Coordinator unless otherwise mutually agreed. The SI shall deliver three hard copies to the Customer's Project Coordinator unless otherwise mutually agreed. All deliverables required for this task are explicitly defined herein. There are no hardware or software deliverables of any kind associated with this SOW.

Table 4-1. Phase 1 Deliverable Documents

| CDRL | Para Ref. | Description | Approval or Informational | 1 st Review Period/2 nd Review Period |
|------|-----------|-------------------------------------|---------------------------|---|
| 01. | 2.1.1 | Project Plan and Schedule | Approval | 10 days/5 days |
| 02. | 2.1.2 | Progress Reports | Informational | N/A |
| 03. | 2.1.5.1 | Briefing Materials and White Papers | Informational | N/A |
| 04. | 2.2.2.2 | Questionnaire Template | Approval | N/A |
| 05. | 2.2.2.5 | Systems Stakeholder Needs Summary | Informational | N/A |

| CDRL | Para Ref. | Description | Approval or Informational | 1 st Review Period/2 nd Review Period |
|------|-----------|--|---|---|
| 06a. | 2.2.4.1 | Recommendation Design Review Document and Presentation, Draft | Informational, to be provided 10 days prior to formal presentation of CDRL 06 | N/A |
| 06b. | 2.2.4.1 | Recommendation Design Review, Document and Presentation, Final | Approval | 20 days |
| 07. | 2.2.4.2 | System Architecture Design | Approval | 10 days/5 days |
| 08. | 2.2.4.3 | Alternative Funding Documentation | Approval | 5 days/2 days |
| 09. | 2.2.4.4 | System Specifications / RFPs | Approval | 10 days/5 days |
| 10. | 2.2.5 | Reserved | | |
| 11. | 2.5 | Regional Radio Project Long Term Assessment | Informational | N/A |
| 12. | 2.4.1 | E-COMM Network Design | Approval | 5 days/5 days |
| 13. | 2.4.2 | Network Operations Center (NOC) Concept | Informational | N/A |

Review period durations are in business days

5. Customer Furnished Items

Table 5-1 lists the items that the Customer shall provide to Systems Integrator. Customer shall deliver all Customer Furnished Items (CFI) to SI's Project Manager within the timeframes set forth below unless otherwise mutually agreed.

5.1. Project Office (CFI-01)

The Customer shall provide SI with suitable Project office facilities within Santa Clara County, CA.

5.1.1. Project LAN/WAN

The Customer shall establish a Project office LAN/WAN with the components described in the Agreement. The work shall include:

1. LAN connectivity for the SI for common data-management access and team-development of deliverables;
2. WAN connectivity for the SI that provides access to Internet services including web access and e-mail;
3. LAN/WAN Management and Security including router firewall configuration;
4. Server, with minimum specifications to be provided by SI.
5. Configuration of server services including file sharing, printer sharing, e-mail services, relational database, DHCP, DNS, FTP services, and web hosting services; and,
6. Installation and configuration of all project printers and other peripherals.

5.2. Project Personnel Access Approval (CFI-02)

If required, the Customer shall perform background checks on SI staff and subcontractors in compliance with the Customer security policy. This shall be performed at Customer facilities at no cost to SI. As a goal, the Customer shall strive to provide acceptance determination of SI personnel within five (5) business days of paperwork submittal. SI Project Manager shall notify the Project Coordinator if excessive delays are experienced.

5.3. Provide Existing Project Documents (CFI-03)

The Customer shall provide SI with all project documentation prepared to date for review by SI.

5.4. Needs Identification (CFI-04)

The Project Coordinator shall provide to SI, in writing, a prioritization of the needs contained in the Needs Summary CDRL-05.

5.5. Customer Design Selection (CFI-05)

The Project Coordinator shall direct the Systems Integrator, in writing, as to the whether to continue with the Systems Integrator recommended solution or select an evaluated alternative, for the RDR CDRL-06b.

5.6. RFP Framework (CFI-06)

The Project Coordinator shall provide the Systems Integrator the Framework and Customer's legal requirements for the Request For Proposal document.

5.7. E-Comm Design (CFI-07)

The Project Coordinator shall provide the Systems Integrator the current design as prepared by Harris Corp. for the E-Comm microwave system.

Table 5-1. Phase 1 Customer Furnished Items

| CFI | Para Ref. | Description | Date Due |
|-----|-----------|--|--|
| 01 | 5.1 | Office facilities, workspace, office furniture, and network access (to include Internet) | At Start of Agreement |
| 02 | 5.2 | Processing of access approval as required by the Customer | As Required |
| 03 | 5.3 | Provide Existing Project Documentation | At Start of Agreement |
| 04 | 5.4 | Needs Identification | 10 Business Days after Needs Summary is submitted |
| 05 | 5.5 | Customer Design Selection | 20 Business Days after formal RDR |
| 06 | 5.6 | RFP Framework | At start of RFP development period per Master Schedule |
| 07 | 5.7 | E-Comm Design | 4 August 2004 |

6. Definitions

6.1. Applicable Documents

These are technical or other documents and are part of this SOW to the extent that they are specifically applied within this SOW. SI shall follow all requirements, constraints or other directive materials contained within this SOW. This SOW shall be incorporated into the Agreement.

6.2. Contract Data Requirements List (CDRL)

Contract Data Requirements List is a composition of the "deliverables" to be provided under the terms of the Agreement. Deliverables are identified as all products, services and data required to be delivered under the Agreement. The term "deliverable" is reserved for items that are required to be delivered to the Customer.

6.3. Contract Line Item Number (CLIN)

Contract line items provide unit prices or lump sum prices for separately identifiable Agreement deliverables, and associated delivery schedules or performance periods.

6.4. Customer Furnished Items (CFI)

CFI are items such as documents and facilities that the Customer is responsible to provide to the SI.

6.5. Days

Days shall mean a business day and are the measuring units for establishing the work schedule and cycle for review periods. A business day is a traditional weekday of Monday through Friday, and excludes Saturday, Sunday, national and state holidays and emergencies and other days as mutually agreed.

6.6. Firm Fixed Price (FFP)

A Price quotation for a definitized task that is firm and fixed. A firm-fixed-price Agreement provides for a price that is not subject to any adjustment on the basis of SI's cost experience in performing the Agreement.

6.7. Interoperability

Interoperability is the ability of public safety agencies to be able to communicate with one another and to exchange voice and/or data with one another on demand and in real time.

6.8. Shall

The word "shall", when used in conjunction with a Systems Integrator task, and indicates that SI is obligated to perform the designated effort or provide the designated services or materials. This is the mandatory requirement on SI.

6.9. Task Order

An order written by the Project Coordinator for services placed against the Agreement.

6.10. Technical Exchange Meeting (TEM)

Technical Exchange Meetings are defined to be informal discussions, which are required to resolve any technical issues in a timely fashion so as to not jeopardize the Project. These meetings are typically ad hoc, may be held via phone or in person, take place at any Project Facility within the County, and on relatively short notice. Any Systems Integrator travel required to attend meetings at locations outside the County shall be pre-authorized and funded by Customer. Cost, scope, schedule, or other Agreement issues are not discussed, unless the Customer's Representative and Systems Integrator's Contract Manager are present.

6.11. Time and Material (T&M)

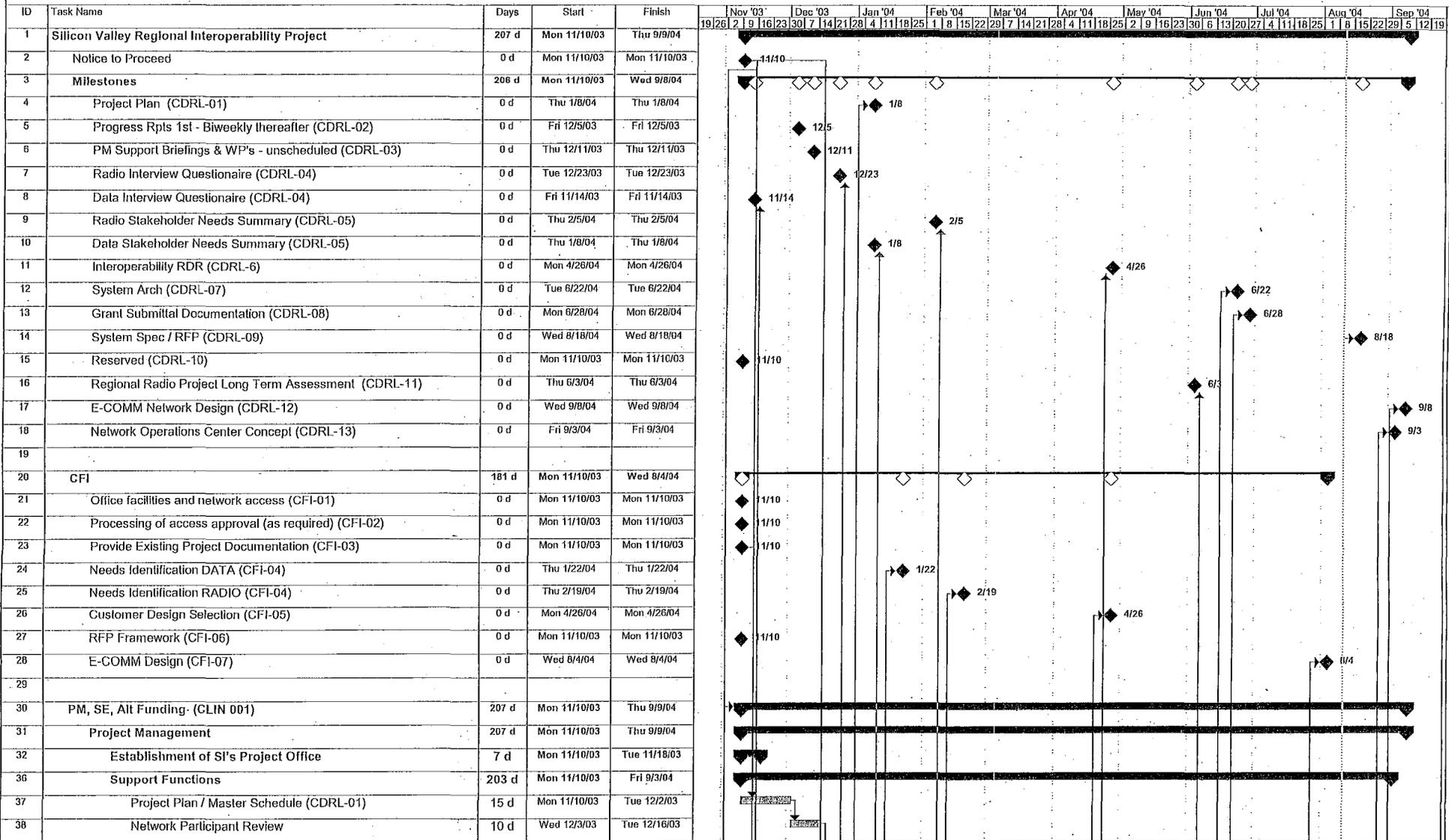
A time-and-materials Agreement provides for acquiring supplies or services on the basis of direct labor hours at specified fixed hourly rates and materials ([i.e., other direct costs, such as equipment [lease or purchase] and travel]) at cost.

| Payment Number | Billing Date | Phase 1/Task | Invoice Amount |
|-------------------------------------|----------------------------|---|----------------------------|
| 1 | 1-Dec-2003 M/E Nov. '03 | Project Management | \$56,851 |
| | | Project Mobilization | \$43,248 |
| | | Engineering Services (CDRL 03 & 04) | \$43,992 |
| | | Subtotal | \$144,091 |
| 2 | 1-Jan-2004 M/E Dec. '03 | Project Management | \$56,851 |
| | | Engineering Services (CDRL 02 & 04) | \$58,107 |
| | | Subtotal | \$114,958 |
| | | 3 | 1-Feb-2004 M/E Jan. '04 |
| Engineering Services (CDRL 01 & 05) | \$64,400 | | |
| Subtotal | \$121,251 | | |
| 4 | 1-Mar-2004 M/E Feb. '04 | | |
| | | Engineering Services (CDRL 05) | \$62,282 |
| | | Subtotal | \$119,133 |
| | | 5 | 1-Apr-2004 M/E Mar. '04 |
| Engineering Services | | | |
| Subtotal | \$56,851 | | |
| 6 | 1-May-2004 M/E Apr. '04 | | |
| | | Engineering Services (CDRL 06) | \$142,256 |
| | | Subtotal | \$199,107 |
| | | 7 | 1-Jun-2004 M/E May. '04 |
| Engineering Services (CDRL 11) | \$46,882 | | |
| Subtotal | \$103,733 | | |
| 8 | 1-Jul-2004 M/E Jun. '04 | | |
| | | Engineering Services (CDRL 07 & 08) | \$78,457 |
| | | Subtotal | \$135,307 |
| | | 9 | 1-Aug-2004 M/E Jul. '04 |
| Engineering Services | | | |
| Subtotal | \$56,851 | | |
| 10 | 1-Sep-2004 M/E Aug. '04 | | |
| | | Engineering Services (CDRL 09) | \$106,283 |
| | | Subtotal | \$163,134 |
| | | 11 | 1-Oct-2004 M/E Sep. '04 |
| Engineering Services (CDRL 12 & 13) | \$65,142 | | |
| Subtotal | \$84,092 | | |
| Billing Summary | | | |
| | | Project Management (Incl. Mobilization) | \$630,705 |
| | | Engineering Services | \$667,803 |
| | | Total Payments | \$1,298,508 |

Note: Payments are exclusive of any costs for authorized work performed on a Time and Material basis (T&M). Authorized T&M work will be invoiced monthly based upon hours/cost incurred.

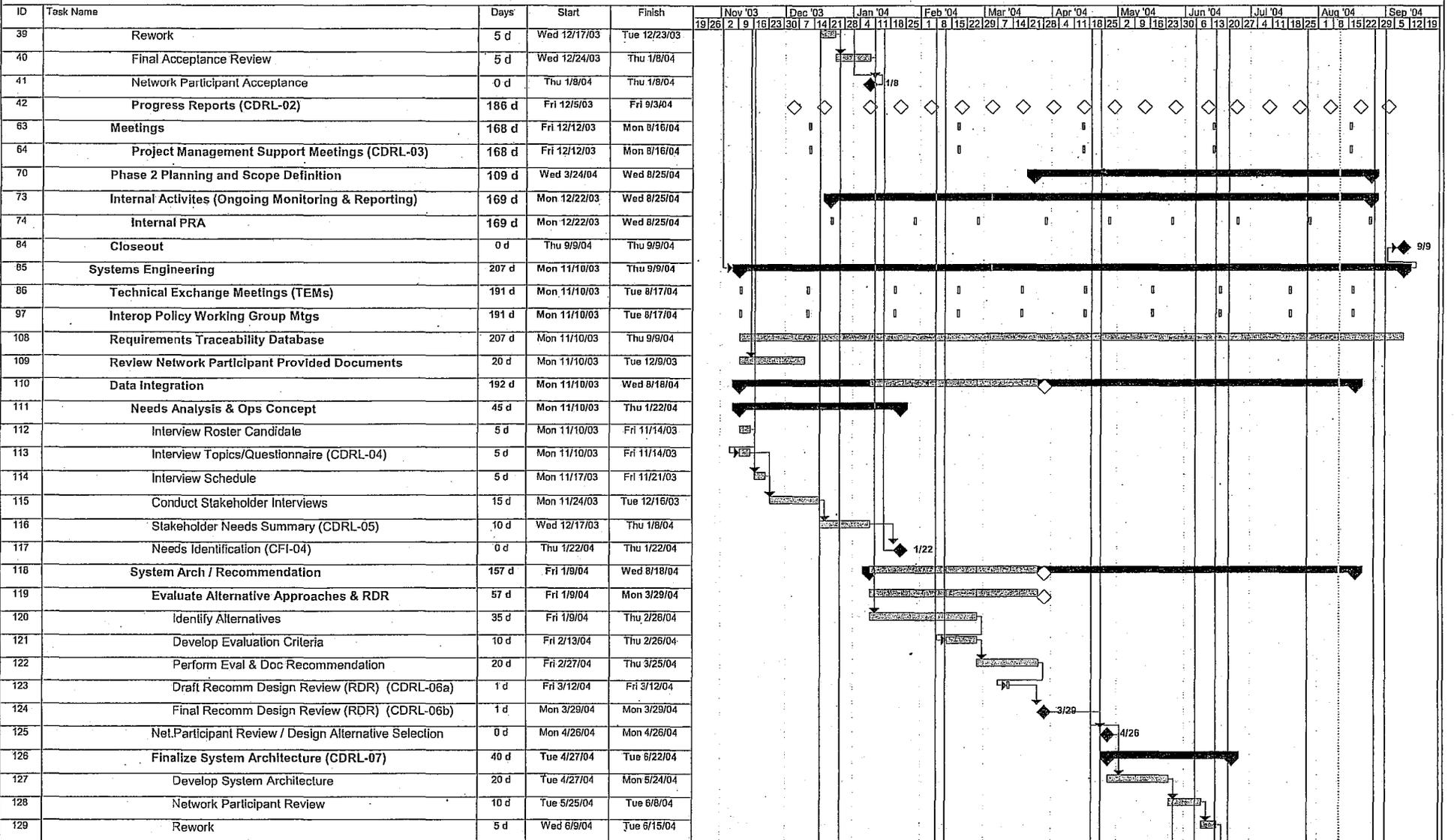
Silicon Valley Regional Interoperability Project Schedule

1 Aug 2004



Silicon Valley Regional Interoperability Project Schedule

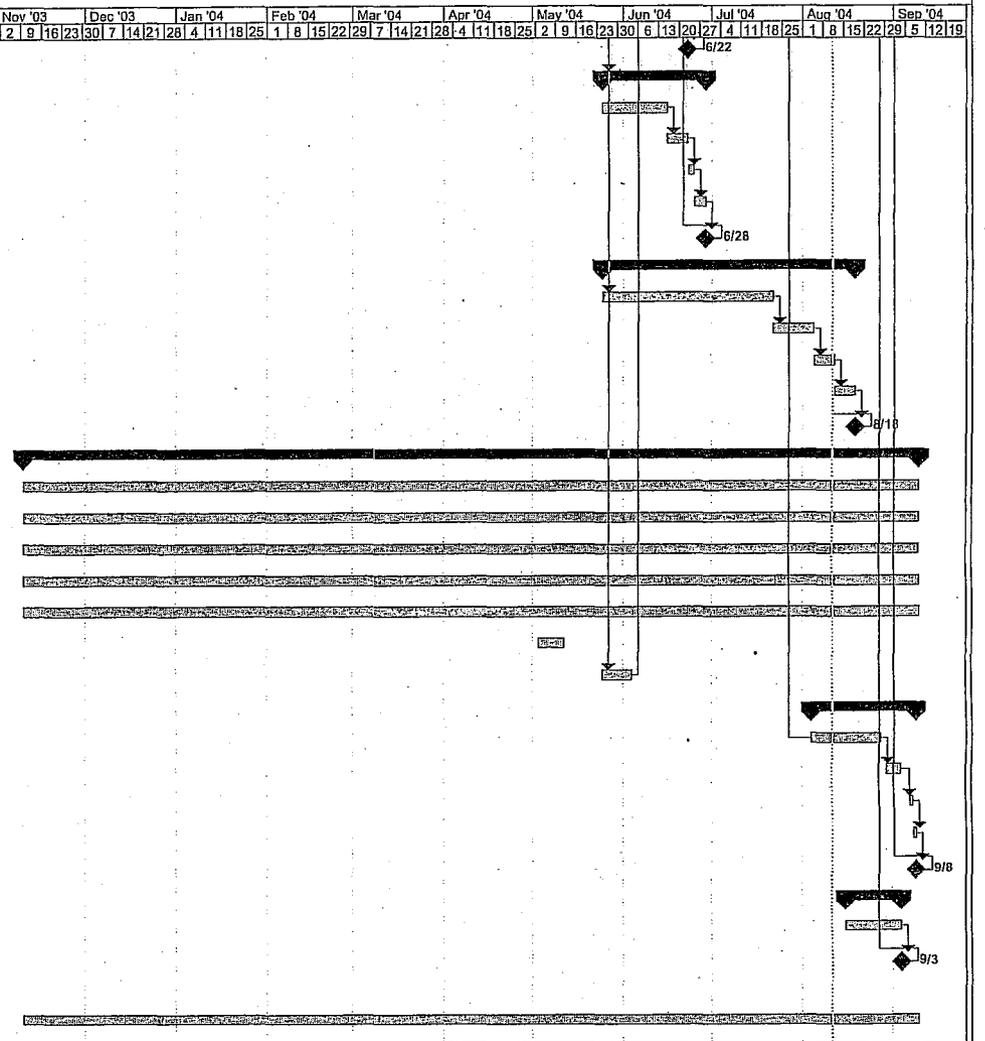
1 Aug 2004



Silicon Valley Regional Interoperability Project Schedule

1 Aug 2004

| ID | Task Name | Days | Start | Finish | Nov '03 | Dec '03 | Jan '04 | Feb '04 | Mar '04 | Apr '04 | May '04 | Jun '04 | Jul '04 | Aug '04 | Sep '04 |
|-----|---|-------|--------------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 165 | Network Participant Acceptance | 0 d | Tue 6/22/04 | Tue 6/22/04 | | | | | | | | | | | |
| 166 | Grant Submittal Doc (CDRL-08) | 24 d | Tue 5/25/04 | Mon 6/28/04 | | | | | | | | | | | |
| 167 | Develop Grant Submittal Doc | 15 d | Tue 5/25/04 | Tue 6/15/04 | | | | | | | | | | | |
| 168 | Network Participant Review | 5 d | Wed 6/16/04 | Tue 6/22/04 | | | | | | | | | | | |
| 169 | Rework | 2 d | Wed 6/23/04 | Thu 6/24/04 | | | | | | | | | | | |
| 170 | Network Participant Approval | 2 d | Fri 6/25/04 | Mon 6/28/04 | | | | | | | | | | | |
| 171 | Network Participant Acceptance | 0 d | Mon 6/28/04 | Mon 6/28/04 | | | | | | | | | | | |
| 172 | System Specification / RFP (CDRL-09) | 60 d | Tue 5/25/04 | Wed 8/18/04 | | | | | | | | | | | |
| 173 | Develop System Spec / RFP | 40 d | Tue 5/25/04 | Wed 7/21/04 | | | | | | | | | | | |
| 174 | Network Participant Review | 10 d | Thu 7/22/04 | Wed 8/4/04 | | | | | | | | | | | |
| 175 | Rework | 5 d | Thu 8/5/04 | Wed 8/11/04 | | | | | | | | | | | |
| 176 | Network Participant Approval | 5 d | Thu 8/12/04 | Wed 8/18/04 | | | | | | | | | | | |
| 177 | Network Participant Acceptance | 0 d | Wed 8/18/04 | Wed 8/18/04 | | | | | | | | | | | |
| 178 | Alternative Funding | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 179 | Alternative Funding Source Identification | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 180 | Alternative Funding Application Preparation | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 181 | Alternative Funding Application Tracking | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 182 | Alternative Funding Application Denial | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 183 | Grant/Funding Opportunity Reporting | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |
| 184 | Countywide E-Comm Microwave Net | 7 d | Mon 5/3/04 | Tue 5/11/04 | | | | | | | | | | | |
| 185 | Regional Radio Project Long Term Assessment (CDRL-11) | 7 d | Tue 5/25/04 | Thu 6/3/04 | | | | | | | | | | | |
| 186 | E-COMM Network Design (CDRL-12) | 25 d | Wed 8/4/04 | Wed 9/8/04 | | | | | | | | | | | |
| 187 | Develop E-COMM Design | 18 d | Wed 8/4/04 | Fri 8/27/04 | | | | | | | | | | | |
| 188 | Network Participant Review | 5 d | Mon 8/30/04 | Fri 9/3/04 | | | | | | | | | | | |
| 189 | Rework | 1 d | Tue 9/7/04 | Tue 9/7/04 | | | | | | | | | | | |
| 190 | Network Participant Approval | 1 d | Wed 9/8/04 | Wed 9/8/04 | | | | | | | | | | | |
| 191 | Network Participant Acceptance | 0 d | Wed 9/8/04 | Wed 9/8/04 | | | | | | | | | | | |
| 192 | Network Operations Center Concept (CDRL-13) | 15 d | Mon 8/16/04 | Fri 9/3/04 | | | | | | | | | | | |
| 193 | Develop NOC White Paper | 15 d | Mon 8/16/04 | Fri 9/3/04 | | | | | | | | | | | |
| 194 | Network Participant Acceptance | 0 d | Fri 9/3/04 | Fri 9/3/04 | | | | | | | | | | | |
| 195 | | | | | | | | | | | | | | | |
| 196 | Additional T&M Eng Svcs Tasks (CLIN 002) | 207 d | Mon 11/10/03 | Thu 9/9/04 | | | | | | | | | | | |



County of Santa Clara

Office of the County Executive

County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110
(408) 299-5105



August 16, 2004

Michael Levy, Deputy Director
Office of Homeland Security
C/o Governor's Office of Emergency Services
P.O. Box 419023
Rancho Cordova, CA 95741-9023

Dear Mr. Levy,

As an authorized signatory for Santa Clara County's State Homeland Security grants, I hereby request a budget modification to move funding between the FY2003 State Homeland Security Grant Program Part II and the FY04 Homeland Security Grant Program allocations. The items to be funded are the same as those originally identified in each grant. The Approval Authority determined that the flexibility in spending will allow us to take advantage of an opportunity to utilize the grant funds awarded Santa Clara County in a way that is both expeditious and effective.

Specifically, we are requesting that the item identified in the FY 04 Homeland Security Grant Initial Strategic Implementation Plan (ISIP) as part of Project F, a SVRIP data interoperability contract in the amount of \$798,508, be transferred to the FY2003 State Homeland Security Grant Program Part II. In addition we are requesting that a portion equal to \$798,508 of the money earmarked for training in the FY2003 State Homeland Security Grant Program Part II, be transferred to the FY 04 Homeland Security Grant. The benefit to the transfer is the time frame allowed by the different grant performance periods (5/1/2003 - 4/30/2005 for FY2003 grant and 12/1/2003 - 11/30/2005 for the FY2004 grant.) The requested budget modification will expedite the ability of the Silicon Valley Regional Interoperability Project (SVRIP) to continue to design a solution for data interoperability among the 30 law enforcement, fire, medical, and public services departments in the Santa Clara County Operational Area and will allow the countywide training identified in the grant narrative to extend over a longer period of time.

Before we proceed with further planning, please advise us of your approval, rejection, or suggested changes. We appreciate your flexibility to date and have confidence that these expenditures meet the spirit of the original grant - to effectively prepare Santa Clara County in homeland security measures.

Should you have any questions or concerns, Celeste Cook, Acting Director of Emergency Preparedness for Santa Clara County can be reached at celeste.cook@oes.sccgov.org or (408) 808-7800.

Thank you for your assistance in this matter.



Jane Decker
Deputy County Executive

Cc: Celeste Cook