September 26, 2007

California Department of Justice
1300 I Street
Accounting Grants Unit, Suite 810
Sacramento, CA 95814-2951

On behalf of Attorney General, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 2007 Targeting Violent Crime Initiative in the amount of $1,650,000 for California Department of Justice.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:
- Program Questions, Kerri Visale-Logan, Program Manager at (202) 353-9074; and
- Financial Questions, the Office of the Comptroller, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.asc@audj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Regina B. Schofield
Assistant Attorney General

Enclosures
Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance  

Grant

<table>
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<tr>
<th>Field</th>
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</table>
| 1. RECIPIENT NAME AND ADDRESS | California Department of Justice  
1500 I Street, Suite 810  
Sacramento, CA 95814-3551 |
| 2. AWARD NUMBER | 2007-DD-IX-0643 |
| 3. PROJECT PERIOD FROM | 10/01/2007 TO 09/30/2008 |
| 4. BUDGET PERIOD FROM | 10/01/2007 TO 09/30/2008 |
| 5. AWARD DATE | 09/26/2007 |
| 6. SUPPLEMENT NUMBER | 00 |
| 7. AGENCY OFFICER | Initial |
| 8. PREVIOUS AWARD AMOUNT | $0 |
| 9. AMOUNT OF THIS AWARD | $1,650,000 |
| 10. TOTAL AWARD | $1,650,000 |

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

15. METHOD OF PAYMENT

PAPERS

AGENCY APPROVAL

16. TYPE NAME AND TITLE OF APPROVING OFFICIAL
Regina B. Schofield  
Assistant Attorney General

GRANTEE ACCEPTANCE

17. SIGNATURE OF APPROVING OFFICIAL

18. TYPE NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

20. ACCOUNTING CLASSIFICATION CODES

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OJP FORM 402602 (REV. 3-07) PREVIOUS EDITIONS ARE OBSCURE.
1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationsguide.php.

6. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.306(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

7. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

8. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.

9. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purposes under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. part 66 or (2) 28 C.F.R. part 70 and OMB Circular A-110. Further, the use of program income must be shown on the quarterly Financial Status Report, SF209.

10. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds $100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
11. Approval of this award does not indicate approval of any consultant rate in excess of $450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

12. The recipient may obligate, expend, or draw down funds for travel related expenses to attend a BJA-sponsored training related to this grant award, up to $6,250 (5 attendees at $1,250 per person). Remaining funds will not be available for obligation, expenditure, or draw down until the Office of the Comptroller, Office of Justice Programs has issued clearance of the application budget, and a Grant Adjustment Notice has been issued by the Bureau of Justice Assistance removing this special condition.

13. TVCI - Partnership

   The recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the recipient’s violent crime approach that involves a multi-agency task force and includes a federal law enforcement agency.

14. The recipient agrees to submit to BJA for review any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.

15. The recipient agrees to submit to BJA one copy of all reports and proposed publications resulting from this agreement thirty (30) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statement: “This project was supported by Grant No. 2007-DD-BX-0643 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice.” The current edition of the OJP Financial Guide provides guidance on allowable printing activities.

16. TVCI - CJS

   The recipient agrees that twenty (20) percent of the total award amount must be used to establish or enhance justice information sharing capabilities that improve the prevention or investigation of violent crime. Consistent with this requirement, a revised budget must be submitted to the Bureau of Justice Assistance, Office of Justice Programs for review and approval within 65 days of receipt of the award.

18. No portion of those federal grant funds shall be used towards any part of the annual cash compensation of any employee of the grantee whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government’s Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year.
**Department of Justice**  
Office of Justice Programs  
Bureau of Justice Assistance  

**GRANT MANAGER'S MEMORANDUM, PT. 1: PROJECT SUMMARY**  

**Grant**  

**PROJECT NUMBER**  
2007-DJ-BX-0643  

**PAGE 1 OF 1**  


1. **STAFF CONTACT** (Name & telephone number)  
2. **PROJECT DIRECTOR** (Name, address & telephone number)

3a. **TITLE OF THE PROGRAM**  
3b. **FOMS CODE** (See instructions on reverse)

4. **TITLE OF PROJECT**

5. **NAME & ADDRESS OF GRANTEE**  
California Department of Justice  
1300 I Street Accounting Finance Unit, Suite #10  
Sacramento, CA 95814-2931

6. **NAME & ADDRESS OF SUBGRANTEE**

7. **PROGRAM PERIOD**  
FROM: 10/01/2007  
TO: 09/30/2008

8. **BUDGET PERIOD**  
FROM: 10/01/2007  
TO: 09/30/2008

9. **AMOUNT OF AWARD**  
$1,630,000

10. **DATE OF AWARD**  
09/26/2007

11. **SECOND YEAR'S BUDGET**

12. **SECOND YEAR'S BUDGET AMOUNT**

13. **THIRD YEAR'S BUDGET PERIOD**

14. **THIRD YEAR'S BUDGET AMOUNT**

15. **SUMMARY DESCRIPTION OF PROJECT** (See instruction on reverse)

The Edward Byrne Memorial Discretionary Grants Program, administered by the Office of Justice Programs' (OJP's) Bureau of Justice Assistance (BJA), further the Department's mission by assisting state and local jurisdictions in improving the criminal justice system and assisting communities in preventing drug abuse and crime. In fiscal year 2007, the Edward Byrne Memorial Discretionary Grants Program will focus on federal, regional, and national efforts within six major categories: 1) targeting violent crime; 2) preventing crime and drug abuse; 3) enhancing local law enforcement; 4) enhancing local courts; 5) enhancing locally government and federal response to crime; and 6) enhancing local information sharing. All categories combat, address, or otherwise respond to trends or extraordinary increases in crime, or in a type or types of crime.
## PURCHASING AUTHORITY PURCHASE ORDER

**STU: BR-011-0909**

### TO

HARRIS CORP.
P.O. BOX 9800, M/E R5-1A
Melbourne, FL 32902-9800

### SUPPLIER CONTACT NAME

**McClain**

### SUPPLIER PHONE NUMBER

**[Redacted]**

### SUPPLIER PIN NUMBER

**[Redacted]**

### SUPPLIER EMAIL ADDRESS

**[Redacted]**

### CERTIFICATION:

**[Redacted]**

### AGENT ORDER NUMBER:

**S-961-240**

### AMENDMENT NO.

**[Redacted]**

### DATE

**01/29/2009**

### AGENCY ORDERING CODE

**15**

### AGENCY BULKING CODE

**[Redacted]**

### PURCHASING AUTHORITY NUMBER

**[Redacted]**

### LEVERAGE PROCUREMENT AGREEMENT:

**[Redacted]**

### INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER

**[Redacted]**

### FILE COPY

### SR # 08-1980

### Date

**2-24-2009**

### SUPPLIER:

California Department of Justice
19425 Chesapeake Drive
San Diego, CA 92123

### SUBSUPPLIER:

California Department of Justice
4949 Broadway, Rm 123
Sacramento, CA 95820

### ITPO APPROVED

**[Redacted]**

### QUANTITY

**1**

### UNIT

**[Redacted]**

### DESCRIPTION

Electronic Delivery (no sales tax)

### UNIT PRICE

**0.00**

### EXTENSION TOTAL

**0.00**

### TERMS AND CONDITIONS:

- State of CA Terms and Conditions Takes Precedence
- Exempt per SCM III, Chapter 4.3.0

### PROCUREMENT AGREEMENT

**[Redacted]**

### LEVERAGE AGREEMENT

**[Redacted]**

### DISTRIBUTION:

Copy 1 - Original
Copy 2 - DSO Procurement
Copy 3 - Packing Slip
Copy 4 - Agency Procurement File

**COMPLETED**
SUPPLIER INSTRUCTIONS

1. **INVOICES:** Unless otherwise specified, original invoices shall be sent to the "Bill To" address on the face of this document. Invoices shall be submitted in triplicate and shall include:
   - Contract registration number *(if applicable)*.
   - Agency order number.
   - Item number.
   - Services or Product ID number.
   - Unit price.
   - Extended item price, and
   - Invoice total amount.

State sales tax, installation cost, shipping/freight costs, and/or other non-taxable costs shall be itemized separately and added to each invoice as applicable.

2. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services; or (b) receipt of an undisputed invoice — whichever is later.

3. **SHIPPING INSTRUCTIONS:** When the Purchase Order or contract allows prepaid/delivered transportation charges, submit original receipted expense bills if freight charges are over $50.00. All shipments shall be F.O.B. Destination Freight Prepaid unless otherwise specified. All orders MUST include a copy of the packing slip inside the carton AND a copy securely attached to the OUTSIDE of the shipping carton.
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<th>TOTAL</th>
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(Continued on next page)

**Note:** If there are variable charges for installation, bring to your attention, or either non-taxable state, special per line item, and other total.

**TOTAL:**

- Taxable Subtotal: 23,709.00
- Total: 21,900.00
- Grand Total: 45,609.00

**Certification and Approval of Executive Officer:**

I hereby certify, on personal knowledge, that the order for purchasing the items specified above is issued in accordance with the procedures prescribed by the State of California and all applicable legal requirements have been fully complied with.

Signed:

[Signature]

(Title, Position, and Date)

[Footer]

(Relevant contact and signature)

[Additional notes and annotations]
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<th>ITEM NUMBER</th>
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<th>UNIT</th>
<th>COMMODITY CODE</th>
<th>MANUFACTURER</th>
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ENTER GRAND TOTAL ON FRONT PAGE: 21,900.00
SUPPLIER INSTRUCTIONS

1. **INVOICES**: Unless otherwise specified, original invoices shall be sent to the "Bill To" address on the face of this document. Invoices shall be submitted in triplicate and shall include:
   - Contract registration number *(if applicable)*,
   - Agency order number,
   - Item number,
   - Service or Product ID number,
   - Unit price,
   - Extended item price, and
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State sales tax, installation cost, shipping/freight costs, and/or other non-taxable costs shall be itemized separately and added to each invoice as applicable.

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3. **SHIPPING INSTRUCTIONS**: When the Purchase Order or contract allows prepaid/added transportation charges, submit original receipted expense bills if freight charges are over $50.00. All shipments shall be F.O.B. Destination Freight Prepaid unless otherwise specified. All orders MUST include a copy of the packing slip inside the carton AND a copy securely attached to the OUTSIDE of the shipping carton.
December 27, 2012

California Department of Justice
1300 I Street
Sacramento, CA 95814

Re: Acquisition of Wireless Collection Equipment/Technology and Non-Disclosure Obligations

LAW ENFORCEMENT SENSITIVE (LES): The information in this document is the property of the Federal Bureau of Investigation (FBI) and may be distributed within the Federal Government (and its contractors). U.S. intelligence, law enforcement, public safety or protection officials and individuals with a need to know. Distribution beyond these entities without FBI Operational Technology Division authorization is prohibited. Precautions should be taken to ensure this information is stored and/or destroyed in a manner that precludes unauthorized access. Information bearing the LES cannot may not be used in legal proceedings without first receiving authorization from the originating agency. Recipients are prohibited from subsequently posting the information marked LES on a website or an unclassified network.

Dear [Recipient Name]:

We have been advised by Harris Corporation of the California Department of Justice request for acquisition of certain wireless collection equipment/technology manufactured by Harris Corporation. Consistent with the conditions on the equipment authorization granted to Harris Corporation by the Federal Communications Commission (FCC), state and local law enforcement agencies must coordinate with the Federal Bureau of Investigation (FBI) to complete this non-disclosure agreement prior to the acquisition and use of the equipment/technology authorized by the FCC authorization.

As you are aware, law enforcement agencies increasingly rely on wireless collection equipment/technology to conduct lawfully-authorized electronic surveillance. Disclosing the existence of and the capabilities provided by such equipment/technology to the public would reveal sensitive technological capabilities possessed by the law enforcement community and may allow individuals who are the subject of investigation wherein this equipment/technology is used to employ countermeasures to avoid detection by law enforcement. This would not only potentially endanger the lives and physical safety of law enforcement officers and other...
individuals, but also adversely impact criminal and national security investigations. That is, disclosure of this information could result in the FBI's inability to protect the public from terrorism and other criminal activity because, through public disclosures, this technology has been rendered essentially useless for future investigations. In order to ensure that such wireless collection equipment/technology continues to be available for use by the law enforcement community, the equipment/technology and any information related to its functions, operation, and use shall be protected from potential compromise by precluding disclosure of this information to the public in any manner including but not limited to: in press releases, in court documents, during judicial hearings, or during other public forums or proceedings. Accordingly, the California Department of Justice agrees to the following conditions in connection with its acquisition and use of the Harris Corporation equipment/technology:

1. By entering into this agreement, the California Department of Justice affirms that it has statutory authority to lawfully employ this technology and will do so only in support of public safety operations or criminal investigations.

2. The California Department of Justice assumes responsibility for operating the equipment/technology in accordance with Federal law and regulation and accepts sole liability for any violations thereof, irrespective of the Federal Bureau of Investigation approval, if any, for the sale of the equipment/technology.

3. The California Department of Justice will ensure that operators of the equipment have met the operator training standards identified by the FBI and are certified to conduct operations.

4. The California Department of Justice will coordinate with the FBI in advance of its use of the wireless collection equipment/technology to ensure de-confliction of respective missions.

5. The California Department of Justice will not distribute, disseminate, or otherwise disclose any information concerning the wireless collection equipment/technology or any software, operating manuals, or related technical documentation (including its technical/engineering description(s) and capabilities) to the public, including to any non-law enforcement individuals or agencies.

6. The California Department of Justice will not distribute, disseminate, or otherwise disclose any information concerning the wireless collection equipment/technology or any software, operating manuals, or related technical documentation (including its technical/engineering description(s) and capabilities) provided to it to any other law enforcement or government agency without the prior written approval of the FBI. Prior to any approved distribution, dissemination, or comparable disclosure of any information concerning the wireless collection equipment/technology or any software, manuals, or related technical documentation related to such equipment/technology, all materials shall be marked "Law Enforcement Sensitive. For Official Use Only - Not to be Disclosed Outside of the California Department of Justice."

UNCLASSIFIED/LAW ENFORCEMENT SENSITIVE
7. The California Department of Justice shall not, in any civil or criminal proceeding, use or provide any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities) beyond the evidentiary results obtained through the use of the equipment/technology including, but not limited to, during pre-trial matters, in search warrants and related affidavits, in discovery, in response to court ordered disclosure, in other affidavits, in grand jury hearings, in the State’s case-in-chief, rebuttal, or on appeal, or in testimony in any phase of civil or criminal trial, without the prior written approval of the FBI. If the California Department of Justice learns that a District Attorney, prosecutor, or a court is considering or intends to use or provide any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities) beyond the evidentiary results obtained through the use of the equipment/technology in a manner that will cause law enforcement sensitive information relating to the technology to be made known to the public, the California Department of Justice will immediately notify the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise.

Notification shall be directed to the attention of:

Assistant Director
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod A
Quantico, Virginia 22135

and

Unit Chief
Tracking Technology Unit
Operational Technology Division
Federal Bureau of Investigation
Engineering Research Facility
Building 27958A, Pod B
Quantico, Virginia 22135

8. In addition, the California Department of Justice will, at the request of the FBI, seek dismissal of the case in lieu of using or providing, or allowing others to use or provide, any information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (beyond the evidentiary results obtained through the use of the equipment/technology), if using or providing such information would potentially or actually compromise the equipment/technology. This point supposes that the agency has some control or influence over the prosecutorial process. Where such is not the case, or is limited so as to be inconsequential, it is the FBI’s expectation that the law enforcement
agency identify the applicable prosecuting agency, or agencies, for inclusion in this agreement.

9. A copy of any court order in any proceeding in which the California Department of Justice is a party directing disclosure of information concerning the Harris Corporation equipment/technology and any associated software, operating manuals, or related documentation (including its technical/engineering description(s) and capabilities) will immediately be provided to the FBI in order to allow sufficient time for the FBI to intervene to protect the equipment/technology and information from disclosure and potential compromise. Any such court orders shall be directed to the attention of:

   Assistant Director
   Operational Technology Division
   Federal Bureau of Investigation
   Engineering Research Facility
   Building 27958A, Pod A
   Quantico, Virginia 22135

and

   Unit Chief
   Tracking Technology Unit
   Operational Technology Division
   Federal Bureau of Investigation
   Engineering Research Facility
   Building 27958A, Pod B
   Quantico, Virginia 22135

10. The California Department of Justice will not publicize its acquisition or use of the Harris Corporation equipment/technology or any of the capabilities afforded by such equipment/technology to the public, other law enforcement agencies, or other government agencies, including, but not limited to, in any news or press releases, interviews, or direct or indirect statements to the media.

11. In the event that the California Department of Justice receives a request pursuant to the Freedom of Information Act (5 U.S.C. § 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose information concerning the Harris Corporation wireless collection equipment/technology, its associated software, operating manuals, and any related documentation (including its technical/engineering description(s) and capabilities), the California Department of Justice will immediately notify the FBI of any such request telephonically and in writing in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels. Notification shall be directed to the attention of:
The California Department of Justice's acceptance of the above conditions shall be evidenced by the signatures below of an authorized representative and wireless collection equipment operators of the California Department of Justice.

Sincerely,

[Signature]

Assistant Director
Operational Technology Division
Federal Bureau of Investigation

Acknowledged and agreed to this day of , 2013

[Signature]
Chief Bureau of Investigation
California Department of Justice
Sacramento, CA

Special Agent Supervisor

[Signature]
Special Agent Supervisor

[Signature]
Special Agent Supervisor

Special Agent

[Signature]
Special Agent

[Signature]
Special Agent

[Signature]
Special Agent

[Signature]
Special Agent

[Signature]
Special Agent

UNCLASSIFIED/LAW ENFORCEMENT SENSITIVE
HARRIS GOVERNMENT COMMUNICATIONS SYSTEMS
TERMS AND CONDITIONS OF SALE FOR DOMESTIC
WIRELESS EQUIPMENT, SOFTWARE, AND SERVICES

1. Definitions: In addition to the terms defined elsewhere, the following terms used herein have the following meanings:

a. "Agreement" means the instrument of contracting; such as a Purchase Order, or other such designation which these terms and conditions of sale for Wireless Equipment, Software and Services are incorporated.

b. "Customer" means the purchaser of Equipment, Software, or Services from Harris.

c. "Date of Acceptance" means the date when the Customer receives an item of Equipment, Software and/or Services in an undamaged or non-defective condition.

d. "Environmental Laws" means any law or regulation in any jurisdiction worldwide applicable to the Agreement and includes but is not limited to the recycling or treatment of waste equipment including the laws implementing the WEEE Directive.

e. "Equipment" means any hardware, including components, but excluding any Software or Services.

f. "Harris" means Harris Corporation, acting through its Government Communications Systems.

g. "Maintenance Agreement" means a separate agreement for maintenance of the items procured hereunder; such services are not included in this Agreement.

h. "Purchase Order" means the Customer's purchase order as acknowledged by Harris on its standard acknowledgement form.

i. "Purchase Price" means the purchase price as identified in the Purchase Order.

j. "Quote" means the price quotation of Harris itemizing the purchase price and all exhibits referred to within such Quote, including but not limited to the technical proposal, technical specifications, scope of work, schedule, the Agreement and any Maintenance Agreement specifically included in the purchase price.

k. "Services" means, training, maintenance support, or other services to be provided to Customer as part of the Agreement.

l. "Software" means software and firmware, including all copies provided to Customer.

m. "WEEE Directive" means the European Union Directive on Waste Electrical and Electronic Equipment and includes any and all national laws and regulations, whether civil, criminal, administrative, in any jurisdiction giving effect to that meaning including, but limited to, statutes and subordinate legislation, ordinances, permits, common law, local laws, judgments, and any notices, orders, directions, instructions or decisions of any competent authority.

2. Restricted Use. All Wireless Equipment and/or Software sold by Harris provides the Customer with a capability that is restricted and otherwise controlled under United States Code Title 18. Use of Equipment and/or software is strictly governed by applicable federal, state and local law associated with electronic surveillance. The Customer's obligation to protect Equipment, Software and Services information includes, but not limited to, the names of specific products, pricing, technical and performance data. The customer shall not disclose, distribute, or disseminate any information regarding Customers purchase or use of Harris Equipment to the public in any manner including but not limited to: in press releases, in court documents and/or proceedings, internet, or during other public forums or proceedings.

The Customer warrants that it has legal authority to lawfully employ the Equipment and will do so only in such a manner and for such purposes. The Customer also warrants that it has obtained the requisite coordination for the acquisition and use of the Equipment with the appropriate U.S. Government agencies. Harris assumes no liability for any use, misuse or improper use of the Equipment and makes no representations as to Equipment suitability for any specific application. Customer shall not transfer, sell or assign the Equipment and/or Software without the prior written consent of Harris. The Customer shall not in any civil or criminal proceeding, use or provide any information concerning Harris Equipment and/or Software beyond the evidentiary results obtained through the use of Equipment and/or Software without the prior written consent of Harris. The Customer shall notify Harris if it receives a request pursuant to the Freedom of Information Act (5 U.S.C. section 552) or an equivalent state or local law, the civil or criminal discovery process, or other judicial, legislative, or administrative process to disclose information regarding Harris Equipment and/or Software.

a. In the event that any of the Equipment or Software purchased under this Agreement is lost or stolen, the Customer shall contact the Harris Help Desk at 1-800-358-5297 within 3 business days. Customer shall provide the Part Number and Serial Number of the Equipment and/or Software and a summary of facts surrounding the Incident. Failure to comply with this requirement may result in Harris not accepting future orders from the Customer.

3. Proposal/Quote Validity. Prices quoted are valid for 180 days from the date of Quote. After the expiration of the 180-day period, Harris may modify its prices or extend the validity period.

4. Acceptance – Modification of Terms. The Agreement will be deemed accepted by Customer upon the first to occur of (i) Customer's issuance of the Purchase Order, or (ii) Harris' commencement of performance under the Agreement. In either such event any additional or different terms proposed by Customer are rejected unless expressly approved in writing by Harris. No communication from Customer that in any way differs from or adds to the Agreement, irrespective of whether or not Harris reasonably objects thereto, will be binding upon Harris unless such different or additional terms are agreed to in writing by both Harris and Customer.

5. Taxes. All prices quoted are exclusive of all applicable sales, use, excise, and other taxes, duties, fees, or charges. Unless evidence of valid tax exempt status and/or resale certificate is provided by Customer prior to shipment, Harris shall add and Customer shall pay all such applicable taxes or charges levied or imposed to the invoice for the Equipment, Software, and/or Services.

6. Shipping and Delivery. Unless otherwise stated in the Agreement, all prices and terms are F.O.B. Destination and include freight charges. Harris may ship Equipment in multiple lots and Customer agrees to accept such multiple shipments and pay for each lot in accordance with the payment terms set forth herein.

7. Title and Risk of Loss. Title to and risk of loss for Equipment and Software media sold under the Agreement will pass to Customer upon receipt of equipment.
8. Payment Terms.
   a. Payment for an invoice is due within 30 days from the date of the invoice. Late payment will accrue interest at the outstanding balance at the lower of (i) 1.5% per month, or (ii) the highest rate allowed by law.

   b. Domestic Purchase Orders (not including Maintenance Agreements) are for shipments of Equipment, Software and/or Services to be delivered or Services to be performed within the continental United States and Canada. Harris will submit an invoice within 30 days of the Date of Acceptance of an individual delivery of Equipment, Software or performance of Services as identified in the Purchase Orders.

9. Annual Maintenance Agreement. Upon expiration of the warranty period, Customer may execute a separate maintenance agreement with Harris for Equipment and/or Software. Such maintenance agreements are available for a percentage of the original Purchase Prices of the Equipment and/or Software. Annual maintenance agreements include:
   a. Customer telephone support during normal business hours, excluding holidays (Monday through Friday, Eastern Time).
   b. Additional 12-month warranty on Equipment, with respect to the Equipment Maintenance Agreement.
   c. For Software Maintenance Agreements Harris will provide notification of and access to Software upgrades as defined in the maintenance agreement.

10. Equipment Return Policy.
   a. Equipment Damaged in Shipment. Upon receipt of shipments, Customer should open and inspect all boxes immediately for possible freight damage. If damage is found, Customer must notify the delivery carrier within 48 hours and request an inspection from the freight carrier. After notifying the delivery carrier of damage, Customer will promptly contact Harris for further instructions. Damaged Equipment may not be returned without Harris' prior authorization. For Equipment returned under this paragraph the Date of Acceptance shall be adjusted to reflect the date repaired or undamaged Equipment is received.

   b. Items Shipped in Error. If the Customer receives Equipment and/or Software in error, the Customer will promptly notify Harris and Harris will provide return instructions, pay shipping costs (provided Harris' instructions are followed) and provide a Return Material Authorization (RMA). Customer will retain the Equipment's original packing material for use in return shipment to Harris.

   c. Defective Equipment. Equipment is provided with either Harris' standard equipment warranty or the manufacturer's standard equipment warranty. Upon discovery of a defect or other warranty-related problem, Customer shall promptly contact Harris for warranty support. Customer agrees not to return the Equipment until a service representative has issued an RMA, including a form which Customer must fill out describing the nature of the Equipment defect.

   d. Other Reasons. If Customer desires to return Equipment for other reasons, Customer must contact Harris for a RMA number. Harris' customer service representative will require a clear statement of the reason for the return request. Upon approval of Customer's request, an RMA will be issued. Customer will not return any Equipment without an RMA. Equipment being returned may be subject to restocking and other charges. CUSTOM MANUFACTURED OR SPECIAL ORDER ITEMS ARE NOT RETURNABLE.

   e. Upon Receipt of a Return Authorization, RMA numbers must appear on each individual package being returned. Customer is responsible for ensuring the safe return of Equipment for the full invoice amount and all shipping costs. Harris may refuse shipments of Equipment returned without a valid RMA number. All Equipment being returned for credit must be returned in a timely manner and in good condition. If Equipment shows evidence of damage, wear and tear, or if components or accessories are missing, then Harris at its sole judgment may reduce any credit agreed to prior to receipt of the Equipment.

11. Limited Warranty.
   a. Harris warrants the Equipment and Software ordered hereunder as of the Date of Acceptance to be substantially free from defects in material and workmanship. Harris' liability under this Limited Warranty will commence on the Date of Acceptance of the individual item of Equipment and Software and will terminate after 12 months. Written notice of any defects will be given to Harris upon discovery and Harris will promptly correct such defects by repair or replacement, at its option, without charge. Harris uses new and reconditioned parts to complete repairs and replacements under the terms of this warranty. Defective articles will not be returned to Harris without the prior written authorization of Harris. Call 1-800-368-0297 to obtain a Return Material Authorization (RMA) number. Harris will determine, in its sole discretion, existence and cause of the claimed defect. Specifically excluded from the terms of this Limited Warranty are any defects which occur as a result of:
   i. Acts of God.
   ii. Physical impact, crash or foreign object damage.
   iii. Improper installation, use, maintenance, storage, modification or alteration by the Customer or its Customer.
   iv. The Customer's (or its customer's) operation of the Equipment delivered under this Agreement with any accessory, equipment or part not specifically approved by the Harris unless the Customer furnishes clear and convincing evidence that such accessory, equipment, or part was not a cause of the defect.
   v. Normal wear and tear. (The Customer recognizes that certain parts have a limited service life and will wear out through normal use).
   vi. Equipment or Software subjected to misuse, detrimental exposure or negligence.
b. Harris is not responsible under this provision for defects with respect to items not provided by Harris or its subcontractors.

c. For purposes of Harris' warranties for Equipment and Software media, a "defect" is defined as a failure of any unit or component manufactured or supplied by Harris that is not attributable to unauthorized modification or alteration, misuse or lack of care in operation, maintenance or handling. Customer's written notice of the defect must include a description of the defect with detailed information reasonably sufficient for Harris to identify the defect and determine its probable cause. Components or parts that Customer claims to be defective must be available to Harris for inspection and testing. Customer may not return defective Equipment, components or parts without first obtaining an RMA and instructions from Harris. Customer is solely responsible for U.S. Customs and Border Protection clearance or permissions for all replacement parts.

d. CLAIMS UNDER ANY OF THE FOREGOING WARRANTIES ARE WAIVED UNLESS MADE WITHIN THE EQUIPMENT WARRANTY PERIOD IN THE CASE OF EQUIPMENT, OR WITHIN THE SOFTWARE WARRANTY PERIOD IN THE CASE OF SOFTWARE. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITIES ON HARRIS' BEHALF, UNLESS MADE OR ASSUMED IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF HARRIS.

e. HARRIS' LIABILITY FOR BREACH OF ANY OR ALL WARRANTIES FOR EQUIPMENT, SOFTWARE, SERVICES AND LICENSED HARRIS PROGRAMS IS EXPRESSLY LIMITED TO THE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF SUCH DEFECTIVE EQUIPMENT OR SOFTWARE, LESS A REASONABLE CHARGE FOR USE. IN NO EVENT WILL HARRIS OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BY REASON OF ANY BREACH OF WARRANTY OR DEFECT IN MATERIALS OR WORKMANSHIP. HARRIS WILL NOT BE REQUIRED TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE OF EQUIPMENT OR SOFTWARE WHICH HAVE BEEN SUBJECTED TO NEGLECT, ACCIDENT, OR IMPROPER USE, OR WHICH HAVE BEEN ALTERED OTHER THAN BY AUTHORIZED HARRIS PERSONNEL.

f. THIS WARRANTY CONSTITUTES HARRIS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-COMFORMING EQUIPMENT, SERVICES, AND SOFTWARE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES THAT NO CIRCUMSTANCE CAUSING CUSTOMER EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE WILL INCREASE OR EXTEND ANY HARRIS WARRANTY.

12. Repairs. To repair any Wireless products Equipment after the 12-month warranty has expired, Customer may call 1-800-358-5297 to obtain an RMA number and a quote for the estimated cost for repair.

a. Repair Policy. To effect a repair on a Wireless Product, the Equipment and/or Software should be returned to the Harris' factory or service center with a written description of the failure mode. Out-of-warranty repairs apply to any Equipment and/or Software whose standard 12-month warranty has expired, no Maintenance Agreement has been purchased and paid for, and/or any Equipment and/or Software damaged in a manner not covered by the standard warranty, including any defects which occur as identified under 11.a above. Equipment and/or Software should not be returned to the Harris' factory without an RMA. Call 1-800-358-5297 to obtain an RMA number.

b. Support Policy. Harris provides free help desk support throughout the warranty period and Maintenance Agreement of purchased Equipment and/or Software. Technical support is available Monday through Friday, during normal business hours (Eastern Time) excluding holidays, via the help desk support center at 1-800-358-5297.

13. Software License. a. Subject to full payment of the Purchase Price by Customer, Harris grants to Customer a nontransferable (except as expressly provided herein), nonexclusive license to use the Software (software, firmware, and documentation) in connection with use of the Equipment purchased hereunder. The Software furnished with the Equipment will be of the latest generation available at the time of shipment of the Equipment. Harris is under no obligation to supply updates to the Software except where expressly agreed to by the parties in writing.

b. This license is limited to object code programs and related documentation only and does not apply to any of the corresponding source code or program listings.

c. Customer acknowledges that Harris (or its licensor) has valuable property rights in the Software, and the Software will continue to be the sole and exclusive property of Harris or its licensor. Customer will obtain no title or rights to the Software. All rights in patents, copyrights and trade secrets in relation to the Software will continue to be vested in Harris or its licensor.

d. Customer will keep the Software confidential by affording access to the Software only to those of its employees, agents, or consultants having a need to know and having such individuals agree in writing to the obligations contained herein. In addition, Customer will employ its best efforts to prevent any unauthorized use, copying, publishing, reproducing, or disclosing of the Software and will treat the Software with the same care as its own confidential information.

e. The Software may be used only in conjunction with the Equipment purchased hereunder. Customer may not rent, lease, transfer, network, display, or distribute the Software, nor may Customer reverse engineer, disassemble, decompile, modify, alter, translate, or adapt the Software or create any derivative thereof, except where expressly agreed to by the parties in writing.
1. Customer acknowledges that a violation of this Agreement would cause irreparable injury to Harris or its licensor, and that Harris or its licensor will be entitled, in addition to any other rights and remedies it may have, at law or in equity, to an injunction enjoining and restraining Customer from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Furthermore, Customer agrees that if Harris or its licensor should waive any breach of any provision of this Agreement, it will not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement. If Customer sells or otherwise disposes of Customer-owned media on which any Software is fixed, such media must be erased before any sale or disposal.

14. Availability Discontinued/Last Time Buy. Harris makes no representation about the continued availability of the Equipment and Software. Harris reserves the right, in its sole discretion, with or without notice, without incurring any liability to Customer or otherwise whether in contract or tort, to discontinue manufacturing or selling any Equipment and Software at any time or from time to time. Harris may within its sole discretion provide Customer with an opportunity to purchase such quantities of the Equipment or Software as Customer estimates it may need (“last time buy”) within 30 days of Customer’s receipt of notice from Harris. Customer’s last time buy rights are limited to products available in Harris’ inventory at the time of Customer’s request. Harris will provide warranty services and make spare parts available to Customer for a period of one (1) year after notice by Harris to Customer that the Equipment has been discontinued or for a period of 90 days after notice to Customer that the Software has been discontinued.

   a. In the event any Equipment to be furnished under this Agreement is not to be made in accordance with drawings, samples or manufacturing specifications designated by Customer, but rather is the design of Harris, Harris agrees that it will, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer or any customer of Customer, based on an allegation that the Equipment furnished under this Agreement constitutes a direct or contributory infringement of any claim of any United States patent, maskwork, copyright or any other intellectual property right. This obligation will be effective only if Customer will have made all payments then due and if Harris is notified promptly of said allegation in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. Harris will pay all damages and costs assessed in such suit or proceedings. In the event of a final adjudication by a court of competent jurisdiction that the Equipment or any part thereof infringes or violates any third party intellectual property right or if the use or sale thereof is enjoined, or if the provisions of any negotiated settlement agreement prohibit the use of the product, Harris will at its sole option and its own expense, either
   i. Procure for Customer the right to continue using the Equipment;
   ii. Replace it with a substantially equivalent non-infringing equipment;
   iii. Modify it so it becomes non-infringing but substantially equivalent; or
   iv. If none of the above is reasonably available, terminate the Customer’s right to use the Equipment and return to the Customer a pro-rata portion of the price originally paid by Customer to Harris represented by the remaining useful life of the Equipment as a percentage of the total useful life

b. The foregoing indemnity does not apply to the following:
   i. Infringement by a combination of Equipment furnished under this Agreement with other equipment not furnished hereunder unless Harris is a contributory infringer;
   ii. Infringement resulting from changes or modifications made to or from the Equipment by the Customer;
   iii. Any settlements of a claim, suit, or proceeding made without Harris’ written consent; and
   iv. Any Equipment to be furnished under this Agreement which is to be delivered to the United States Government.

c. The foregoing states the entire liability of Harris with respect to infringement or violation of third party intellectual property rights in connection with Equipment furnished under this Agreement.

d. In the event any Equipment to be furnished under this Agreement is to be made in accordance with drawings, samples or manufacturing specifications designated by Customer and is not the design of Harris, Customer will, to the fullest extent permitted by applicable law, defend and hold Harris harmless to the same extent and subject to the same requirements as set forth in (a) and (b) above. Should the Customer be the United States Government, the Customer agrees to incorporate FAR 52.227-1, Authorization and Consent, in any Purchase Order or Contract.

   a. Unless specifically agreed to by Harris and expressly identified and priced in the Agreement as a separate item or items to be delivered by Harris, the sale of Equipment, Software and Services under the Agreement confers on Customer no right in, license under, access to, or entitlement to any kind of Harris’ technical data including, but not limited to design, process technology, software and drawings, or to any of Harris’ inventions (whether or not patentable), irrespective of whether any such technical data or invention or any portion thereof arose out of work performed under or in connection with the Agreement, and irrespective of whether Customer has paid or is obligated to pay Harris for any part of the design or development of the Equipment, Software or Services.

b. Harris will not be obliged to safeguard or hold confidential any data whether technical or otherwise, furnished by Customer for Harris’ performance of the Agreement unless (and only to the extent that) Customer and Harris have entered into a separate written confidentiality agreement.

c. Customer will not violate Harris’ copyright of documents or Software or disclose Harris’ confidential or proprietary data to others without Harris’ written permission.

d. All Inventions are and shall at all times remain Harris’ confidential or proprietary Information. All rights, title and interest in and to the Inventions, including all intellectual property rights, remain vested in Harris, its suppliers or licensors, subject only to the license grant below. “Inventions” shall mean and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, computer software (in object or
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source code), programming and other documentation, flow
charts, diagrams and all other information or tangible
material of any nature whatsoever (in any medium and in
any stage of development or completion) included in or
resulting from the work contemplated hereunder, that are
conceived, designed, practiced, prepared, produced or
developed by Harris or any of its personnel during the course
of performance of any Work.

17. Excusable Delay.

a. Harris will be excused from performance under the
Agreement and will not be liable to Customer for delay in
performance attributable, in whole or in part, to any cause
beyond its reasonable control, including, but not limited to,
actions or inactions of government whether in its sovereign
or contractual capacity, Judicial action, war, civil disturbance,
isurrection, sabotage, act of public enemy or terrorism,
labor difficulties, failure or delay in delivery by Harris'
suppliers or subcontractors, transportation difficulties,
shortage of energy, materials, labor or equipment, accident,
fire, flood, storm or other act of nature, Customer's fault or
negligence or where compliance with any applicable
environmental law or regulation by Harris is not reasonably
technologically or economically feasible, or would otherwise
require Harris to change its manufacturing process.

b. In the event of an excusable delay, Harris will make
commercially reasonable efforts to notify Customer of the
nature and extent of such delay and (1) Harris will be entitled
to a schedule an extension on at least a day-for-day basis,
and (2) If the delay is caused by Customer's fault or
negligence, Harris will be entitled to an equitable adjustment
in price under the Agreement.

18. Termination. Either party may terminate this Agreement
if the other party defaults in a material respect under this
Agreement and fails to cure such default within thirty (30)
days after receiving written notice from the other party of such
default. If Harris terminates this Agreement based on the Customer's
breach, then Harris will be entitled to damages, including any lost
profits Harris would have realized, had Harris been permitted to
perform in accordance with the Agreement. Customer also will be
liable for all costs to Harris resulting from Harris' attempt to
enforce its rights hereunder, including, but not limited to collection
agency fees, attorney fees, court costs, etc.


a. Customer acknowledges that the Equipment and Software
sold or licensed to it by Harris under this Agreement may be
subject to export controls under the laws of the United States
or Canada. Customer will not export or re-export the
Equipment or Software, technology, or products
manufactured from the technology that are the subject of the
Agreement in violation of the export control laws of the
United States or Canada. Customer will, to the fullest extent
permitted by applicable law, defend and hold Harris harmless
from any loss, damage, or liability arising out of Customer's failure to comply with this Section 19. The Customer will supply to the Harris on a timely basis all
necessary information and documentation requested by
Harris in order to permit the Harris to export the Equipment,
Software and/or Services with respect to any Purchase
Order issued by the Customer hereunder, in accordance with
the terms of this Agreement.

b. To the extent any technical data is exchanged between
the parties, the receiving party represents and warrants
that no technical data furnished to it by the disclosing
party shall be disclosed to any foreign nation, firm, or
country, including foreign nationals, employed by or
associated with the receiving party, nor shall any
technical data be exported from the United States without
first complying with all requirements of the International
Traffic in Arms Regulations (ITAR) or the Export
Administration Regulations (EAR), including the
requirement for obtaining any export license if applicable.
The receiving party shall first obtain the written consent
of the disclosing party prior to submitting any request for
authority to export any technical data. The
receiving party will, to the fullest extent permitted by
applicable law defend and hold the disclosing party
harmless for all claims, demands, damages, costs, fines,
penalties, attorney's fees, and all other expenses arising
from failure of the receiving party to comply with this
Section 19 or with the ITAR and EAR.

c. Harris will not provide, or be responsible for obtaining
any U.S. Government export licenses/approvals to provide
any technical information, data or technical services to
Customer or Customer's representatives, consultants or
agents who are "foreign persons" as defined in the ITAR.
Customer has the sole responsibility for obtaining
necessary U.S. Government export licenses/approvals
for any transfer of Equipment, Software or Services to
Customer hereunder to Customer's representatives,
consultants or agents who are such "foreign persons."
Further, Harris will not be responsible for late delivery,
delay or nonperformance under this Agreement due to
the U.S. Government's delay or denial of any license that
is Customer's responsibility to obtain.

acknowledges and agrees that the supply of the Equipment by
Harris to the Customer, and the resale or re-supply of the
Equipment by the Customer, may give rise to obligations for
Harris and the Customer under applicable environmental laws
or regulations as defined herein. The Customer will be
responsible for the collection, recycling, reuse and disposal of
the Equipment in compliance with such Environmental Laws.
"Environmental Laws" means any law or regulation in any
jurisdiction worldwide applicable to the Agreement and
includes but is not limited to the recycling or treatment of
waste equipment including the laws implementing the WEEE
Directive as defined hereinafter. "WEEE Directive" means the
European Union Directive on Waste Electrical Equipment and
will include any and all national laws and regulations, whether
civil, criminal, administrative, in any jurisdiction giving effect to
that meaning including, but limited to, statutes and subordinate
legislation, ordinances permits, common law, local laws,
judgments, and any notices, orders, regulations, instructions or
decisions of any competent authority. Harris may arrange for
services, paid for by Customer, to recycle or dispose of Harris
manufactured products in compliance with the Environmental
Laws. The Customer will to the fullest extent permitted by
applicable law, defend and hold Harris harmless against all
expenses, costs, claims, liabilities or damage of any nature
incur by any of them relating to the collection, recycling,
reuse and disposal of any Equipment or otherwise arising
in connection with their respective obligations under the
Environmental Laws, or by reason of any failure or alleged
failure by the Customer to comply with their obligations under
the Environmental Laws. The Customer will provide Harris

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with such compliance plans or other documents and information that Harris may reasonably request to enable Harris and its affiliates to verify and prove to any enforcement agency the compliance by the Customer and Harris of their respective obligations under this Section and/or the Environmental Laws.

21. Limitation of Liability. NOT WITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL HARRIS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR LOSS OF USE EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY). IN NO EVENT WILL HARRIS’ LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE ACTUAL PURCHASE PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED HEREUNDER THIS SECTION WILL SURVIVE THE TERM OR EXPIRATION OF THIS AGREEMENT. CUSTOMER AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TO HOLD HARMLESS HARRIS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER’S INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT OR SOFTWARE.

22. Applicable Law, Venue, and Jurisdiction. The Agreement, and any disputes related thereto, will be governed by and interpreted in accordance with the laws of the State of Florida, USA, without regard to conflict of law principles. The parties specifically exclude the application of the Convention on Contracts for the International Sale of Goods to the Agreement, to the contractual relationship created under the Agreement, and to the construction, validity, enforcement, and interpretation of the Agreement. The parties agree that the exclusive venue for any action arising out of or related to the Agreement will be in the courts with the appropriate jurisdiction located in Broward County, Florida, and each party irrevocably submits to the jurisdiction of each such court in any such action and waives any objection It may now or hereafter have to venue or personal jurisdiction in each such court. The prevailing party in any action related to the dispute or interpretation of the Agreement will be entitled to recover its reasonable attorneys fees incurred in pursuing the action, including those fees incurred throughout all bankruptcy and appellate proceedings.

23. Jury Waiver. Customer and Harris further agree, to the extent permitted by law, to waive all rights to a trial by jury of any action relating to the dispute or interpretation of the agreement, whether sounding in contract, tort, or otherwise. The parties specifically acknowledge that this waiver is made knowingly and voluntarily after an adequate opportunity to negotiate its terms and that such waiver is material consideration for the sale and purchase contemplated hereby.

24. Assumption of Risk. Each party hereto acknowledges (a) the risks of its undertakings hereunder, (b) the uncertainty of the benefits and obligations hereunder, and (c) its assumption of such risks and uncertainty. Each party has conducted its own due diligence and requested and reviewed any contracts, business plans, financial documents and other written material as in such party's opinion will be the basis of that party’s decision to enter into the Agreement.

25. Reliance on Counsel and Other Advisors. Each party has consulted such legal, financial, technical or other experts it deems necessary or desirable before entering into the Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms of the Agreement, and the Agreement will not be construed against either party as the drafter.

26. Compliance with Applicable Laws. Customer warrants that Customer will comply with any and all applicable U.S. federal, state and local laws, and will operate in good faith to comply with other laws and regulations and industry best practices, applicable to such party's performance hereunder, and will promptly act to correct any noncompliance once identified.

27. General Provisions.

a. Publicity. Neither party will, without the prior written consent of the other party: (a) issue any news release, public announcement, denial or correction of this Agreement or its subject matter, or (b) in any manner advertise or publish the fact of this Agreement.

b. Disputes. The parties will to the fullest extent practical resolve disputes through collaborative procedures. To that end, any and all disputes between the parties will be quickly addressed to prevent such disputes from causing contractual or performance problems.

c. Assignment. Customer will not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights in violation of this Section is null and void.

d. Enforceability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect.

e. No Waiver. Waiver or failure by Harris to enforce any of the terms or conditions hereunder or the delay in exercise of any of its remedies or any term of condition herein, will not be a future waiver of any such right, or be a waiver of any other term, condition or remedy contained herein.

f. Headings. Headings in this Agreement are provided for convenience only and do not affect this Agreement’s construction or interpretation.

g. Orders issued under Government Prime or Subcontracts. In the event this Agreement relates to a U.S. federal government prime contract or subcontract, nothing contained in this Agreement will authorize the waiver of any provision of law as prescribed in Federal Acquisition Regulation (FAR) Part 12, or terms as set forth in the current version of FAR 52.244-6, Subcontracts for Commercial Items, if applicable.
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h. Notices. All notices must be in writing and will be effective when received by (1) personal delivery, (2) registered, certified, or nationally recognized overnight mail, proof of receipt requested, and (3) facsimile, if confirmed within three (3) business days by one of the other methods herein, at the addresses or facsimile numbers indicated or to such other addresses or facsimile numbers as the parties may specify by giving notice pursuant hereto. A copy of all notices must be sent to Harris Corporation, PO Box 37, Mail Stop: R5/11A, Melbourne, FL 32902, Attention: Contracts Manager.

i. English Language. The parties confirm that it is their wish that this Agreement, as well as any other documents relating hereto including notices, have been and will be drawn up in English only.

j. GSA. All purchase orders issued under the General Services Administration (GSA) Schedule #GS-35F-0283J are subject to the GSA Terms and Conditions which will supersede all other terms and conditions provided.

k. Survival. The following provisions shall survive the completion or termination of this Agreement: Section 2 (Restricted Use), Section 11 (Limited Warranty), Section 13 (Software License), Section 15 (Intellectual Property Indemnification), Section 19 (Export and Re-export Restrictions), Section 21 (Limitation of Liability), Section 22 (Applicable Law, Venue and Jurisdiction), Section 23 (Jury Waiver), and Section 27 (General Provisions).

28. Entire Agreement. The Agreement supersedes all previous proposals, negotiations, conversations, and understandings, whether oral or written, and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification or deletion of, or addition to these terms, will be binding unless made in writing and signed by duly authorized representatives of both parties.

Harris GCS

Signature

Name

Title

Date

Customer

Signature

Name

Title

Date

Harris May 2013
Harris Proprietary

Bill To: California DOJ

Ship To: California DOJ

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<table>
<thead>
<tr>
<th>Purchase Order No.</th>
<th>Customer ID</th>
<th>Salesperson ID</th>
<th>Shipping Method</th>
<th>Payment Terms</th>
<th>Reg. Ship Date</th>
<th>Master No.</th>
<th>UOM</th>
<th>Discount</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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</thead>
<tbody>
<tr>
<td>CA DOJ</td>
<td></td>
<td></td>
<td>BEST WAY</td>
<td>Net 30</td>
<td>02/28/000</td>
<td>5120</td>
<td></td>
<td></td>
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</tbody>
</table>

Delivery 90 days after release of product or SW, receipt of PO, receipt of unit for upgrade. Prices subject to change. Quotes valid 180 days from issue. Attached T&C's applicable to all orders.

Sales Tax has been added to your quote. Please include sales tax on your P.O., or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.

The above item is not a Harris product and therefore we offer no warranty on this product. Contact the Manufacturer for any warranty information that may be available.
#### Quotation

**HARRIS Corporation**

**P.O. BOX 8800, MS R5-11A**

**MELBOURNE, FL 32902-8800**

**PH: 800-350-5267, FAX: 321-308-7437**

**Quote:** QTE6779-04454

**Date:** 6/20/2014

**Page:** 2

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**Bill To:**

California DOJ

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**Ship To:**

California DOJ

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<th>UOM</th>
<th>Discount</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td>Delivery will be 90 days from initial product release, anticipated the end of Sept. 2014.</td>
<td>EA</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td></td>
<td>Yearly Maint Agreements provide extended hardware warranty and software upgrades. Each Maint Agreement extends maint for an additional year. See Maint Terms for additional information.</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Training classes are 12 hours (2 days) per product per protocol (unless stated otherwise). 4 students maximum. Please allow 120 days for scheduling training after receipt of PO. Customer must provide training facility with LCD projector. Customer must provide their equipment to be used during the training sessions.</td>
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</thead>
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<td>CA DOJ</td>
<td></td>
<td>BEST WAY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Quantity** | **Item Number** | **Description**
--- | --- | ---
Customer must provide a 7 passenger vehicle, plus driver and reboot vehicles plus driver for field mission training (if applicable)

**Remit Payment To:**
- Harris Corporation, GCSD
  - City: Delaware
  - State: PA
  - Account No: 30522147
  - ABA/RN No: 021000069

- Harris GCSD
  - P.O. Box 7217
  - Philadelphia, PA 19106

- Harris GCSD
  - P.O. Box 6758
  - Philadelphia, PA 19179

- Harris GCSD
  - P.O. Box 6839
  - C/O: Pepsico Delaware, Lockbox Operations
  - 490 W. Clay Center Drive
  - Newark, DE 19711
  - Phone number: 302-781-1700

**Misc**
- Subtotal
- Tax
- Freight
- Trade Discount
- Purchase Price

Please reference the invoice number with your payment. Harris Tax ID: [Redacted]
July 2, 2014

Subject: Sole Source Justification and Price Reasonableness

To Whom It May Concern:

Harris Corporation, Government Communications Systems acting through its Wireless Products Group in Melbourne, Florida ("Harris") offers a comprehensive line of cellular transceiver equipment, accessories, training and maintenance for exclusive use by Government and Law Enforcement Agencies and is protected under USC Title 18. Harris developed the equipment and maintains exclusive ownership rights to its designs and software code. The designs and software code are considered Harris' proprietary information. Disclosure of Harris' proprietary information, including but not limited to posting said proprietary information on public websites, is strictly prohibited by certain confidentiality agreements.

Harris is the only source and supplier in the world for the

Any quotes provided by Harris use Harris' standard domestic price. In addition, customers who are authorized to purchase off the General Services Administration ("GSA") Contract can use

If you have any questions or require any additional information, please contact the undersigned at

Sincerely,

[Signature]
Western Region Account Manager
Harris Corporation
Wireless Products Group
California Department of Justice (DOJ), Division of Law Enforcement, Bureau of Investigation
COPS Grant #2010CKWX0442 - $500,000
December 16, 2009 through December 15, 2014
Budget Narrative
July 2014 Modification

A. Sworn Officer Positions: (N/A)

B. Civilian/Other Personnel: (N/A)

C. Equipment: $266,513.22
   a. Self-Contained Breathing Apparatuses $30,332.52:
      Clandestine Drug Laboratories oftentimes contain toxic gases which can be deadly if inhaled. The Occupational Safety and Health Administration (OSHA) mandates that only specially trained personnel wearing level B personal protective equipment (PPE), which consists of Self-Contained Breathing Apparatuses (SCBA), saranex suits, boots, and gloves, along with air monitoring equipment, can enter and assess clandestine drug laboratories. Only after assessment of environmental hazards using proper air monitoring equipment can PPE be downgraded.

      The SCBA air tanks and harnesses are outdated and have exceeded their shelf life. It is mission critical that these SCBA tanks and harnesses be replaced to meet OSHA requirements and ensure the safety of our personnel. The SCBA is a full face mask with an air tank attached to it. It must be used when there is not enough oxygen in the air. The Air Purifying Respirator (APR) is a full face mask with a filter attached to it. The APR is used only after the air has been monitored and shown to contain enough oxygen.

      i. Air-Pak 75 SCBA NFPA @ 4 x $5,759.00 + $2,073.24 = $25,109.24
      ii. Composite Cylinder Air-Pak @ 4 x $1,198.00 + $431.28 = $5,223.28

   b. StingRay Cell Phone Tracking Equipment $206,450.00:
c. Surveillance Equipment $29,730.70:
D. Supplies $12,191.65

Once agents have accessed the clandestine drug laboratory in level B PPE (SCBA, saranez suits, boots and gloves) and have identified the environmental hazards utilizing proper air monitoring equipment, the agents can then determine to downgrade to level C PPE (APR, saranez suits, boots and gloves) based on known hazards, oxygen levels, and only if the cartridges provide protection against the chemical hazards present.

i. Facepiece AV3000 @ 15 x $340.00 + $459.00 = $5,559.00
ii. Scott Cartridge Adaptor @ 15 x $36.00 + $48.60 = $588.60
iii. Cartridge P100 Multi-Purpose @ 50 x $19.90 + 89.55 = $1,084.35
iv. Epic Voice Amp for Air-Pak @ 10 x $455.00 + $409.50 = $4,959.50

E. Travel/Training: (N/A)

F. Contracts/Consultants: (N/A)

G. Other Costs: $221,295.13

a. Evidentiary Communication $25,930.83:
California Department of Justice (DOJ), Division of Law Enforcement, Bureau of Investigation
COPS Grant #2010CKWX0442 - $500,000
December 16, 2009 through December 15, 2014
Budget Narrative
July 2014 Modification

b. Penlink Software: $131,987.50

c. Overtime for Sworn Officer Positions: $62,470.97
   i. Overtime hourly rates for Special Agent Supervisors/ Special Agents:

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<thead>
<tr>
<th>Overtime</th>
<th>Rate (Avg Prem/Str)</th>
<th>Hours</th>
<th>Total</th>
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Overtime

<table>
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<tr>
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<th>Rate (Avg Prem/Str)</th>
<th>Hours</th>
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<tr>
<td></td>
<td>$60.54</td>
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<td>$61.98</td>
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<td></td>
<td>$55.91</td>
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<td>$10,287.44</td>
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<td></td>
<td>TOTAL OT:</td>
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<td>$62,470.97</td>
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</table>

d. Overtime/Benefits for Sworn Officer Positions: $905.83
   i. $62,470.97 x 1.45% overtime benefit rate=$905.83
MODIFIED

Memorandum

Methamphetamine Initiative

To: California Department of Justice

Re: Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowables, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

<table>
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<tr>
<th>ORI #: CA03494</th>
<th>Grant #: 2010CKWX0442</th>
<th>DUNS #: 807486691</th>
<th>OJP Vendor #: 946003786</th>
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<table>
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<th>Budget Category</th>
<th>Proposed Budget</th>
<th>Approved Budget</th>
<th>Adjustments</th>
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<tr>
<td>Sworn Officer</td>
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<td>$0.00</td>
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<tr>
<td>Fringe Benefits</td>
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<tr>
<td>Civilian Personnel</td>
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<tr>
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<tr>
<td><strong>Total Budget Costs:</strong></td>
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<td><strong>$500,000.00</strong></td>
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Budget Cleared Date: 08/08/2014

Federal Share: $500,000.00
Applicant Share: $0.00

Overall Comments:

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the grant period. Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of $100,000, grantee must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of grant funds for consultant fees in excess of $500 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this grant award. The vendor number should not be used for IRS purposes and only applies to this grant.
Sworn Officer

Number of positions: 0
Total: $0.00 $0.00 $0.00

Civilian/Non-Sworn Personnel

Total: $0.00 $0.00 $0.00
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<th>Item</th>
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<th>Cost/Item</th>
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<th>Adjustment</th>
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<tbody>
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<td>Other Costs</td>
<td>(Migrated data)</td>
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<tr>
<td>Other Costs</td>
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<td>(Migrated data)</td>
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<td>Other Costs</td>
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<td>Other Costs</td>
<td>(Migrated data)</td>
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<td>(Migrated data)</td>
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<td>$0.00</td>
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<td>(Migrated data)</td>
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Total: $500,000.00
November 20, 2014

Subject: Sole Source Justification and Price Reasonableness

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If you have any questions or require any additional information, please contact the undersigned at [redacted].

[Signature]

Western Region Account Manager
Harris Corporation
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<tr>
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<tr>
<td>1</td>
<td></td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Delivery will be 90 days after receipt of order & unit for upgrade.

Please contact your sales representative for questions regarding the items quoted below.

Delivery is 120 days ARO. Prices are subject to change. Quotes are valid 180 days from issue date. Attatched T&Cs are applicable to all resultant orders.

Sales Tax has been added to your quote. Please include sales tax on your P.O. or provide one of the following documents: Direct Pay Permit, Tax Exempt Certificate, or Resale Certificate.
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<th>Item Number</th>
<th>Description</th>
<th>UOM</th>
<th>Discount</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>BEST WAY</td>
<td></td>
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<td>5,270</td>
<td>2</td>
<td></td>
<td>The above item is not a Harris product and therefore we offer no warranty on this product. Contact the Manufacturer for any warranty information that may be available.</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td>1</td>
<td></td>
<td>Delivery will be 180 days for the above product</td>
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<td>1</td>
<td></td>
<td>Training classes are 12 hours (2 days) per product per protocol, 4 students max. Please note on your PO that training will be scheduled based on availability after receipt of your equipment</td>
<td>EA</td>
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<td>Customer must provide training facility with LCD projector</td>
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<tr>
<td></td>
<td>CA DOJ</td>
<td></td>
<td>BEST WAY</td>
<td>Net 30</td>
<td>09/0000</td>
<td>5,270</td>
<td></td>
<td></td>
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<td></td>
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<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Number</th>
<th>Description</th>
<th>UOM</th>
<th>Discount</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Customer must provide their equipment to be used</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>during the training sessions.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Customer must provide a 7 passenger vehicle plus</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>driver and rabbit vehicles plus driver for field</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>mission training (if applicable).</td>
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</tbody>
</table>

**Order Total:**
- **Subtotal:**
  - **Misc:**
  - **Tax:**
  - **Freight:**
  - **Trade Discount:**
  - **Purchase Price:**

---

**Remit Payment To:**
- **Electro Funds Transfer (EFT):**
  - Harris Corporation, GCSO
  - 1025 Arch Street, 5th Floor, Philadelphia, PA
  - ABA No. 021000038

- **GCSO Mail Deposits:**
  - Harris GCSO
  - P.O. Box 7247, Altoona, PA 16602-7247

- **GCSO Overnight Deliveries:**
  - Harris GCSO - LB 8359
  - GCSO Internal Delaware, 4501 White Clay Center Dr.
  - Newport, DE 19711

Please reference the invoice number with your payment.
STATE OF CALIFORNIA

PURCHASING AUTHORITY PURCHASE ORDER

STB No: 2020-0340

TO: Harris Corporation

SUPPLIER: P.O. Box 9800, M/S 85-A

ADDRESS: Melbourne, FL 32902

Department of Justice
1735 E Street
Fresno, CA 93706

Department of Justice
1301 I Street, Suite 340
Sacramento, CA 95814

AGENCY ORDER NUMBER: 1417-00471
SUPPLIERS: The numbers identified above MUST be shown on Invoice & Packing Slip.

DATE: 12/17/2014

AGENCY BILLING CODE: 09326
PURCHASING AUTHORITY NUMBER: 91-01 (LCS-DOJ-HQ)
LEVERAGE/PURCHASE AGREEMENT NO:

INFORMATION TECHNOLOGY PROJECT IDENTIFICATION NUMBER:
144-830-0358

AGENT OR BUYER: AGENCY THINKING REACONITION UNIT (GAMMA)

CERTIFICATION

ITEM NUMBER QUANTITY DESCRIPTION
1 EA

PRODUCT OR SERVICES DESCRIPTION

UNIT PRICE EXTENSION TOTAL
0.00

SEC. 1. (a) Attached quote #QTE6779-04454 for additional information.

0.00

Cost Code Breakdown

0.00

Exempt per SCM Volume 3, Chapter 5, Section 5.5.0

0.00

Est. Term Date: 5/20/15 - 5/19/16 (based on installation and acceptance)

0.00

XTABLE SUBTOTAL

0.00

NOTE: If there are variable charges for installation, shipping or freight, other non-taxable services, detail per line item and enter total here.

TAXABLE SUBTOTAL

0.00

OTHER NON-TAXABLE

0.00

GRAND TOTAL

0.00

CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER

Authorizing Name: [REDACTED]
Authorizing Signature: [REDACTED]

DISTRIBUTION: Copy 1 - Supplier
Copy 2 - District Procurement
Copy 3 - Packing Slip
Copy 4-6 - Agency Procurement File
SUPPLIER INSTRUCTIONS

1. INVOICES: Unless otherwise specified, original invoices shall be sent to the “Bill To” address on the fact of this document. Invoices shall be submitted in triplicate and shall include:
   - Contract registration number (if applicable),
   - Agency order number,
   - Item number,
   - Services or Product ID number,
   - Unit price,
   - Extended item price, and
   - Invoice total amount.

   State sales tax, installation cost, shipping/freight costs, and/or other non-taxable costs shall be itemized separately and added to each invoice as applicable.

2. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services, or (b) receipt of an undisputed invoice — whichever is later.

3. SHIPPING INSTRUCTIONS: When the Purchase Order or contract allows prepaid/adding transportation charges, submit original received expense bills if freight charges are over $50.00. All shipments shall be F.O.B. Destination Freight Prepaid unless otherwise specified. All orders MUST include a copy of the packing slip inside the carton AND a copy securely attached to the OUTSIDE of the shipping carton.
Pursuant to the California Public Records Act (Govt. Code §§ 6250-6276.48), any person may examine and obtain a photocopy of the State Contract and Procurement Registration System (SCPRS) data fields unless such information is exempt from disclosure.

Therefore, prior to entry into the SCPRS database, it is necessary to determine whether the summary information would be exempt from disclosure. For purposes of the SCPRS database, potentially withheld information includes only the following:

- Contractor name and address
- Description of the work to be performed or the items being purchased

Only contracts where the information is exempt from disclosure or otherwise privileged as determined below should be protected by use of this form.

<table>
<thead>
<tr>
<th>Contract Number:</th>
<th>PO 14IT-0471</th>
<th>Dollar Amount:</th>
<th>$207,769.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Name:</td>
<td>Harris Corporation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Contract:** Upgrade to Cell Phone Tracking Equipment

**Justification for exemption from disclosure pursuant to one or more of the following:**

- **01** Equipment Purchases with Officer Safety Implications (e.g. undercover vehicles, aircraft, mobile radio technology, wiretapping equipment, etc.) GC §§ 6254(f), 6255(a)

**Justification:** Mobile Radio Technology. The hardware and software necessary to complete this upgrade from the Harris Corporation are of an extremely sensitive investigative nature and disclosure of these items is protected under the Code of Federal Regulations, Title 18, Section 2512.

- **03** Services for Law Enforcement (contracts where the summary information cannot be disclosed without jeopardizing officer safety, intelligence information, investigatory activities, or security procedures). GC §§ 6254(f), 6255(a).

**Justification:** To protect methods and procedures from compromise to maintain investigative value and insure the safety of the officers that operate the equipment.

- **04** Other not specifically covered by the above exemptions, pursuant to GC § 6255(a).

**Justification:**

Is there any information in the contract itself, other than SCPRS data fields above, that would be exempt from disclosure under the Public Records Act?

- No
- Yes

If Yes - Explain:
<table>
<thead>
<tr>
<th>Name of Person Preparing this Form</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.P.E.S.</td>
<td></td>
<td>12/22/14</td>
</tr>
<tr>
<td>Position/Title</td>
<td>Telephone Number</td>
<td></td>
</tr>
</tbody>
</table>

Analysis:

For DAS use only.

Approval Category
Pursuant to the California Public Records Act (Govt. Code §§ 6250-6276.48), any person may examine and obtain a photocopy of the State Contract and Procurement Registration System (SCPRS) data fields unless such information is exempt from disclosure.

Therefore, prior to entry into the SCPRS database, it is necessary to determine whether the summary information would be exempt from disclosure. For purposes of the SCPRS database, potentially withheld information includes only the following:

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- Description of the work to be performed or the items being purchased

Only contracts where the information is exempt from disclosure or otherwise privileged as determined below should be protected by use of this form.

Contract Number: 
Contractor Name: Harris Corporation
Dollar Amount: $207,769.50
Description of Contract: Cell Phone Tracking Equipment

Justification for exemption from disclosure pursuant to one or more of the following:

- 02 Equipment Purchases with Officer Safety Implications (e.g. undercover vehicles, aircraft, mobile radio technology, wiretapping equipment, etc.) GC §§ 6254(f), 6255(a)
- 03 Services for Law Enforcement (contracts where the summary information cannot be disclosed without jeopardizing officer safety, intelligence information, investigatory activities, or security procedures). GC §§ 6254(f), 6255(a).

Justification: Mobile Radio Technology. The hardware and software necessary to complete this upgrade from the Harris Corporation are of an extremely sensitive investigative nature and disclosure of these items is protected under the Code of Federal Regulations, Title 18, Section 2512.

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If Yes - Explain:
<table>
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<tr>
<th>Name of Person Preparing this Form</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGPA</td>
<td>Telephone Number</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/23/14</td>
</tr>
</tbody>
</table>

Analysis:

For DAS use only:

Approval Category
<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>COMMODITY CODE</th>
<th>PRODUCT OR SERVICES DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>0820-001-000</td>
<td>1</td>
<td></td>
<td></td>
<td>This is a zero cost amendment to incorporate the Harris</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Terms and Conditions as stated on QTE# 6779-04454.</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td>Should conflict arise between the documents, the State's IT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>General Provisions shall take precedence.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>All other terms and conditions remain the same.</td>
</tr>
</tbody>
</table>

**CERTIFICATION AND APPROVAL OF EXECUTIVE OFFICER**

**HEREBY CERTIFY**, as personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California, and that all such legal requirements have been fully complied with.