



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, May 19, 2011 • 2:00 p.m. – 3:30 p.m.

Grace E. Simons Lodge
1025 Elysian Park Drive, Los Angeles, CA 90012

Los Angeles Regional Interoperable Communications Systems Authority (the “Authority”)

AGENDA POSTED: May 13, 2011

Complete agendas are made available for review at the designated meeting location during normal business hours and may also be accessible on the Authority's website at <http://www.la-rics.org>.

Members:

1. **William T Fujioka**, Chair, CEO, County of Los Angeles
2. **Charles L. Beck**, Vice Chair, Police Chief, City of Los Angeles
3. **Mark R. Alexander**, City Manager, representing California Contract Cities Association
4. **Leroy D. Baca**, Sheriff, County of Los Angeles
5. **Reginald Harrison**, Deputy City Manager, City of Long Beach
6. **LeRoy J. Jackson**, City Manager, City of Torrance, representing At Large Seat
7. **Dr. Mitchell H. Katz**, Director, DHS, County of Los Angeles
8. **Gerry Miller**, Chief Legislative Analyst, City of Los Angeles
9. **Daryl L. Osby**, Fire Chief, County of Los Angeles
10. **Millage Peaks**, Fire Chief, City of Los Angeles
11. **Donald Pedersen**, Police Chief, City of Culver City, representing At Large Seat
12. **Scott Pickwith**, Police Chief, representing the Los Angeles County Police Chiefs Association
13. **Kim Raney**, Police Chief, City of Covina, representing At Large Seat
14. **Harold Scoggins**, Fire Chief, representing the Los Angeles Area Fire Chiefs Association
15. **Miguel Santana**, CAO, City of Los Angeles
16. **Gregory L. Simay**, Assistant General Manager, City of Burbank Water & Power, representing At Large Seat
17. **Steven K. Zipperman**, Police Chief, Los Angeles School Police Department

Officers:

1. **Scott Poster**, Task Force Leader
2. **Wendy L. Watanabe**, County of Los Angeles Auditor-Controller
3. **Mark J. Saladino**, County of Los Angeles Treasurer and Tax Collector
4. **Patricia Saucedo**, Board Secretary



NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES – from the April 7, 2011, Board of Directors Regular Meeting

IV. CONSENT CALENDAR – (None)

V. PUBLIC COMMENT

VI. REPORTS (1 – 3)

1. Committee Reports
 - a. Finance Committee – no report
 - b. Legislative Committee – Daryl Osby
 - c. Operations Committee – no report
 - d. Technical Committee – no report
2. Director's Report – Scott Poster
 - a. Negotiations Update
 - b. Future Special Meetings
 - c. Letter of Administrative Protest
 - d. LA Innovation Day
3. Grant Status – Susy Orellana-Curtiss
 - a. Urban Areas Security Initiative (UASI)
 - b. State Homeland Security Grant Program (SHSGP)
 - c. Broadband Technology Opportunities Program (BTOP)
 - d. Public Safety Interoperable Communications (PSIC) Grant

VII. ADMINISTRATIVE MATTERS (4-6)

4. Senate Bill 28 – Poster
 - a. ACTION ITEM: Recommendation for approval of delegated authority to the Executive Director to send a letter on behalf of the Authority to the Senate supporting S.B. 28.

Attachment: Item 4



5. House Resolution 607 – Poster

- a. ACTION ITEM: Recommendation for approval of delegated authority to the Executive Director to send a letter on behalf of the Authority to the House of Representatives opposing H.R. 607 bill unless amended to exclude Section 207.

Attachment: Item 5

6. Director Interview/Selection – Poster – CLOSED SESSION

- a. ACTION ITEM: Selection of Executive Director

Attachment: Item 6

VIII. CLOSED SESSION REPORT

IX. MISCELLANEOUS – (None)

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD

1. a. Project Funding and Guidance Feedback
 - To what extent a subscriber unit would control part of the financing packet
 - To what extent will that be viewed as the responsibility of the agency
- b. Project Risk Controls
2. The Lifespan of Equipment and Associated Costs
 - Depreciation and Replacement of Equipment
 - Annual License Costs related to any proposals (e.g., software or other elements)
 - Annual Anticipated Maintenance Costs
 - Annual Management Operational Costs

XI. PUBLIC COMMENT

XII. ADJOURNMENT – NEXT MEETING: Thursday, June 2, 2011 at 9:00 a.m.
at the Grace E. Simons Lodge.



BOARD MEETING INFORMATION

Members of the public are invited to address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) comment cards for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

(NOTE: Pursuant to Government Code Section 54954.3(b) the legislative body of a local agency may adopt reasonable regulations, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.)

Members of the public who wish to address the Board are urged to complete a Speaker Card and submit it to the Board Secretary prior to commencement of the public meeting. The cards are available in the meeting room. However, should a member of the public feel the need to address a matter while the meeting is in progress, a card may be submitted to the Board Secretary prior to final consideration of the matter.

It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA CON 72 HORAS POR ANTICIPADO.

The meeting is recorded, and the recording is kept for 30 days.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California
(323) 881-8291

SCOTT L. POSTER
TASK FORCE LEADER

May 19, 2011

Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

APPROVE RECOMMENDATION OF LEGISLATIVE COMMITTEE TO SUPPORT SENATE BILL (S.B) 28

SUBJECT

It is recommended that the Authority authorize the Executive Director to send a letter on behalf of the Authority to the Senate supporting S.B. 28. Furthermore, this action would authorize the Executive Director to develop an outreach strategy to disseminate the Authority's position to organizations and agencies across the country.

BACKGROUND

In January, Senator Rockefeller, the Chairman of the Senate Commerce Committee, introduced S.B. 28, the "Public Safety Spectrum and Wireless Innovation Act" which:

1. Directs the Federal Communications Commission (FCC):
 - a. Ensure the deployment of a nationwide public safety interoperable broadband network in the 700 MHz band which is deployed in both rural and urban areas;
 - b. Reallocate and integrate the 700 MHz D block spectrum for use by public safety entities;
 - c. Permit flexible use of the narrowband spectrum;
 - d. Ensure that the nationwide public safety broadband network is fully interoperable on a nationwide basis; and
 - e. Establish a 10-year public safety advisory board.
2. Amends the Communications Act of 1934 to increase the electromagnetic spectrum allocation for public safety services by 10 MHz;
3. Permits the FCC, if consistent with the public interest for a licensee to relinquish voluntarily some or all of its licensed spectrum usage rights in order to permit the assignment of new initial licenses, to disburse to that licensee portions of the auction proceeds related to the new use that are attributable to the licensee's relinquished spectrum usage;

4. Extends FCC auction authority until September 30, 2020.
5. Authorizes secondary use of the public safety spectrum, subject to specified limitations and conditions.
6. Establishes in the Treasury:
 - a. The Public Safety Interoperable Broadband Network Construction Fund; and
 - b. The Public Safety Interoperable Broadband Network Maintenance and Operation Fund.
7. Directs the Assistant Secretary of Commerce for Communications and Information to establish a grant program to assist public safety entities establish a nationwide public safety interoperable broadband network in the 700 MHz band.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION

LA-RICS staff reviewed S.B. 28 to assess any potential impacts to LA-RICS. The LA-RICS staff presented to the Legislative Committee their recommendation for the LA-RICS Authority's position on S.B. 28.

Their recommendation to the Legislative Committee was to support S.B. 28 in its entirety. S.B. 28 adds an additional 10 MHz of spectrum to the 10 MHz allocated allowing a total of 20 MHz of contiguous spectrum (D-Block) and directs the FCC to ensure that the public safety broadband network is fully interoperable on a national basis.

The D Block is the only unencumbered portion of spectrum remaining in the 700-MHz band on a national basis. Allocating the D Block to public safety will allow for a nationwide interoperable broadband network on a contiguous 20-MHz spectrum swath. Once the technology becomes available, the 20-MHz network will have the capacity necessary to transmit mission-critical real-time high resolution video, voice and data during an emergency where the capacity demand is expected to be at its highest.

On May 11, 2011, the Legislative Committee convened and approved recommendations made by the LA-RICS staff.

FISCAL IMPACT/FINANCING

There are no fiscal impacts.

FACTS AND PROVISIONS/ LEGAL REQUIREMENT

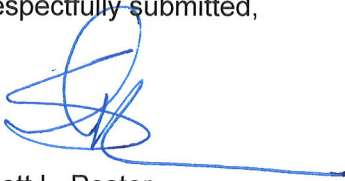
The Authority's counsel has reviewed the recommended action.

AGREEMENTS/ CONTRACTING

No Agreements necessary.

Respectfully submitted,

Respectfully submitted,

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a horizontal line extending to the right.

Scott L. Poster
Task Force Leader
SLP:sjh

cc: Counsel to the Authority



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California
(323) 881-8291

SCOTT L. POSTER
TASK FORCE LEADER

May 19, 2011

Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

APPROVE RECOMMENDATION OF LEGISLATIVE COMMITTEE TO OPPOSE HOUSE RESOLUTION (H.R.) 607 UNLESS AMENDED TO EXCLUDE SECTION 207

SUBJECT

It is recommended that the Authority authorize the Executive Director to send a letter on behalf of the Authority to the House of Representatives opposing H.R. 607 unless amended to exclude Section 207. Furthermore, this action would authorize the Executive Director to develop an outreach strategy to disseminate the Authority's position to organizations and agencies across the country.

BACKGROUND

In February, House Homeland Security Committee Chairman Peter King (R-NY) and Ranking Member Bennie Thompson (D-MS) introduced H.R. 607, the "Broadband for First Responders Act of 2011". H.R. 607 allocates the D Block spectrum to public safety and provides funding to build out a nationwide broadband network. The key provisions of the resolution provide that:

1. The Federal Communications Commission (FCC):
 - a. Allocates the paired electromagnetic spectrum bands of 758-763 megahertz and 788-793 megahertz (referred to as D Block) for public safety broadband communications and license such paired bands to public safety;
 - b. Establish rules to permit a public safety broadband licensee to authorize public safety service providers to construct and operate a wireless public safety broadband network in the licensee's spectrum if such authorization would expedite public safety broadband communications;
 - c. Require that any wireless public safety broadband network be fully interoperable, provide for user roaming, be disaster survivable, have the appropriate level of cyber security, and be consistent with the Statewide Interoperable Communications Plans and the National Emergency Communications Plan;
 - d. Establish regulations to authorize the shared use of the public safety broadband spectrum and network infrastructure by entities that are not defined as public safety services;
 - e. Establish regulations to allow use of the public safety broadband spectrum by emergency response providers;

AGENDA ITEM 5

- f. Develop a public safety agency statement of requirements that enables nationwide interoperability and roaming across any communications system using public safety broadband spectrum;
 - g. Specifies organizations that shall be included in the Board of Directors of the Public Safety Broadband Licensee.
- 2. Establishes in the Treasury:
 - a. The Public Safety Interoperable Broadband Network Construction Fund;
 - b. The Public Safety Interoperable Broadband Network Maintenance and Operation Fund.
- 3. Directs the Secretary of Commerce to:
 - a. Establish a grant program to assist public safety entities to establish a nationwide public safety interoperable broadband network in the 700 megahertz band;
 - b. Administer a program through which not more than 50% of maintenance and operational expenses associated with the public safety interoperable broadband network may be reimbursed from the Maintenance and Operation Fund.
- 4. Directs the Assistant Secretary of Commerce to reallocate for commercial use electromagnetic spectrum at 1755-1780 megahertz, and the FCC, within 18 months after enactment of this Act, to establish rules for pairing electromagnetic spectrum bands at 1755-1780 megahertz and 2155-2180 megahertz, inclusive, and auction the licenses for such paired spectrum.
- 5. Requires each public safety entity, within 8 years, to migrate from a specified range of radio spectrum to an alternative radio spectrum that is licensed to public safety services in the 700 and 800 megahertz bands. Directs each federal law enforcement agency, within 10 years, to move all noncommercial network communications to spectrum in such bands.
- 6. Directs the FCC to auction, through an appropriate competitive bidding system, certain paired electromagnetic spectrum bands recovered from public safety entities under a specified FCC migration plan.
- 7. Extends the FCC's authority to grant a license or permit under applicable competitive bidding provisions to September 30, 2020.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION

LA-RICS staff reviewed H.R. 607 to assess any potential impacts to LA-RICS. The LA-RICS staff presented to the Legislative Committee their recommendation for the LA-RICS Authority's position on H.R. 607.

Their recommendation to the Legislative Committee was to oppose H.R. 607 unless amended to exclude Section 207. Although the LA-RICS staff supported portions of H.R. 607 that would add an additional 10 MHz of spectrum to the 10 MHz allocated allowing a total of 20 MHz of contiguous spectrum (D-Block), there was serious concern regarding Section 207.

Section 207 requires public safety agencies that use spectrum between 450-512 MHz to migrate their Land Mobile Radio (LMR) systems to the 700/800 MHz spectrum bands and directs the FCC to auction that spectrum band.

There will be major impact to LA-RICS because there are numerous public safety agencies throughout the County of Los Angeles that operate in the 450 to 512 MHz spectrum. LA-RICS will also be operating in this spectrum. Furthermore, the 700/800 MHz spectrum is ill suited for certain terrain and coverage for the Los Angeles region and lacks sufficient capacity to support the region's radio traffic.

On May 11, 2011, the Legislative Committee convened and approved recommendations made by the LA-RICS staff.

FISCAL IMPACT/FINANCING

There are no fiscal impacts.

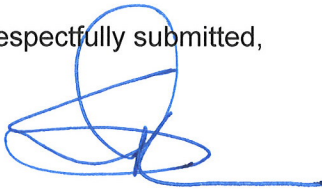
FACTS AND PROVISIONS/ LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

AGREEMENTS/ CONTRACTING

No Agreements necessary.

Respectfully submitted,



Scott L. Poster
Task Force Leader
SLP:sjh

cc: Counsel to the Authority



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 200
Monterey Park, California
(323) 881-8291

SCOTT L. POSTER
TASK FORCE LEADER

May 19, 2011

Members of the Board:

SUBJECT: Professional Services Agreement

Attachments: Draft Agreement



Agreement between

The Los Angeles Regional
Interoperable Communications
System Authority

and

[DATE ***]

TABLE OF CONTENTS

1.0	INTERPRETATION.....	1
2.0	TERM.....	1
3.0	DESCRIPTION OF SERVICES.....	2
4.0	COMPENSATION.....	2
5.0	AGREEMENT TO WAIVE RIGHTS TO BENEFITS.....	3
6.0	CONFLICT OF INTEREST.....	3
7.0	SUSPENSION.....	3
8.0	TERMINATION.....	3
9.0	NOTICE CONCERNING WITHHOLDING OF TAXES.....	4
10.0	TAKS, DUTIES AND SCOPE OF WORK.....	4
11.0	NON-DISCLOSURE OF PROPRIETARY INFORMATION.....	5
12.0	EXPENSE ACCOUNTS.....	5
13.0	WORKS FOR HIRE.....	6
14.0	LEGAL COMPLIANCE.....	6
15.0	LICENSING AND INSURANCE.....	6
16.0	NOTICES.....	6
17.0	INDEMNIFICATION AND INSURANCE.....	7
18.0	CONTAINMENT OF ENTIRE AGREEMENT.....	8
19.0	REPRESENTATION.....	8
20.0	PARTIAL INVALIDITY.....	9
21.0	GOVERNING LAW AND JURISDICTION.....	9

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of (MONTH DAY, YEAR), at Los Angeles, California, by and between the Los Angeles Regional Interoperable Communication System Authority, a California Joint Powers Authority (hereafter "Authority") and _____ (hereafter "Consultant"), with principal place of business in _____.

WHEREAS, the Authority requires the services of an Executive Director; and

WHEREAS, Consultant is well qualified to perform such services; and

WHEREAS, the parties desire to clarify their respective rights and obligations with regard to compensation, termination benefits, and other terms and conditions;

NOW, THEREFORE, the parties hereto agree as follows:

1.0 INTERPRETATION

This base document, along with Exhibit A, collectively form, and are referred to throughout and hereinafter as, the "Agreement." In reading and interpreting this Agreement, this base document and Exhibit A (Statement of Work), shall be given equal precedence.

2.0 TERM.

This Agreement shall become effective on (MONTH DAY, YEAR), and shall continue for a period of two years thereafter or until terminated as provided in Section 7 of this Agreement. As a condition of this Agreement, Consultant has completed a background investigation which is satisfactory to the County of Los Angeles Director of Personnel.

3.0 DESCRIPTION OF SERVICES.

Consultant shall perform all of the duties of an Executive Director provided by law, and such additional duties as may be assigned by the Authority.

4.0 COMPENSATION.

4.1 Consultant shall be compensated at a billed hourly rate of \$100.00 per hour, for a total amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) per year for two years. The compensation and not-to-exceed amount for each additional one-year period after the second year, if any, may be adjusted based on the percentage of the most recent Social Security cost-of-living adjustment as shown at <http://www.ssa.gov/OACT/COLA/colaseries.html> as of the Agreement anniversary date, which shall be the effective date for any cost of living adjustment.

4.2 Consultant shall be reimbursed for any reasonable travel and out of pocket expenses necessarily and actual incurred by Consultant in connection with the services performed under this Agreement, provided that such expenses are approved in writing by the management of the Authority. Such costs shall be billed directly on a monthly basis in the month that they are incurred and shall not be billed separate from the monthly hourly invoice. Reimbursement of travel costs shall not be included in calculation of the annual not to exceed amount. Travel costs are defined as travel: (air, rail or mileage for use of personal automobile), ground transportation, lodging, meals, car rental, parking and toll fees and incidentals. Consultant shall furnish receipts, statement or other supporting documentation for authorized expenses upon the request of the Authority, and in compliance with the LA-RICS Travel Policy.

4.3 Consultant shall submit invoices on a monthly basis for work performed under this Agreement. Those invoices shall be paid within 30 days of Authority's receipt of invoice.

5.0 AGREEMENT TO WAIVE RIGHTS TO BENEFITS .

This is an at-will, independent contractor agreement for personnel services. As such, Consultant hereby waives and foregoes the right, if any, to receive any benefits which may be given by the Authority to its employees, including, but not limited to, health benefits, vacation and sick leave benefits, profit sharing plans, such as 401(k) plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Consultant by virtue of its services to the Authority, and is effective for the entire duration of this Agreement.

6.0 CONFLICT OF INTEREST.

In addition to complying with all statutory financial disclosure and conflict of interest obligations, Consultant shall not accept employment or income or otherwise obtain a financial interest in, and shall not be financially compensated in any way to endorse or promote the products or services of, any business or vendor which contracts with the Authority.

7.0 SUSPENSION.

In the event that felony criminal charges are brought against Consultant, the Authority, upon written notice, may suspend and terminate this Agreement. Thereafter, if the felony charges are dismissed, or if Consultant is acquitted or found "not guilty" of the alleged criminal act, Authority shall immediately reinstate Consultant. However, if Consultant is convicted of the alleged act, this Agreement shall be deemed terminated as of the date of his initial suspension and the Consultant shall reimburse the Authority for all paid amounts under Section 4.1 of this Agreement since the date of suspended.

8.0 TERMINATION.

Either party may cancel this Agreement at any time without cause upon 30 days written notice to the other party. Upon termination, the Consultant's duties and authority under this Agreement shall cease.

9.0 NOTICE CONCERNING WITHHOLDING OF TAXES.

Consultant recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to report this income on its corporate tax return and to pay taxes in accordance with all provisions of applicable Federal and State law. Consultant hereby promises and agrees to indemnify the Authority for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Authority as a result of Consultant's failure to make such required payments.

10.0 TASKS, DUTIES, AND SCOPE OF WORK.

- 10.1 Consultant agrees to devote as much time, attention, and energy as necessary to professionally perform the services set forth on Exhibit A (Statement of Work).
- 10.2 Consultant shall additionally perform any and all tasks and duties associated with Exhibit A (Statement of Work) including, but not limited to, work already being performed or related change orders. Consultant shall not be entitled to engage in any activities in connection with the Authority which are not expressly set forth in this Agreement.
- 10.3 The books and records related to Exhibit A (Statement of Work) shall be maintained by the Consultant at the Consultant's principal place of business and open to inspection by the Authority during regular working hours. Documents to which the Authority will be entitled to inspect include, but are not limited to, any and all contract documents, change orders and work authorized by Consultant or the Authority on existing or potential projects related to this Agreement.
- 10.4 Consultant shall be responsible to the management and directors of the Authority, but Consultant will not be required to follow or establish a regular or daily work schedule. Consultant shall supply all necessary equipment, materials and supplies. Consultant may use but will not rely

on the equipment or offices of the Authority for completion of tasks and duties set forth pursuant to this Agreement. Any advice given by the Authority to Consultant regarding Exhibit A (Statement of Work) shall be considered a suggestion only, not an instruction. The Authority retains the right to inspect, stop, or alter the work of Consultant to assure its conformity with this Agreement.

- 10.5 Consultant warrants and represents that he has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the services which are to be performed as an independent contractor pursuant to this Agreement.

11.0 NON-DISCLOSURE OF PROPRIETARY INFORMATION.

Consultant agrees not to disclose or communicate, in any manner, either during or after the term of this Agreement, proprietary information about the Authority, and its operations. Consultant acknowledges that such proprietary information is material and confidential and that it affects the operations of the Authority. Consultant understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Consultant feels they need to disclose confidential information, they may do so only after obtaining written authorization from the Authority.

12.0 EXPENSE ACCOUNTS.

Consultant and the Authority agree to maintain separate accounts in regards to all expenses related to performing the services set forth on Exhibit A (Statement of Work). Consultant is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the Authority. Consultant agrees to execute and deliver any agreements and documents prepared by the Authority and to

do all other lawful acts required to establish document and protect such rights.

13.0 WORKS FOR HIRE.

Consultant agrees that the work set forth on Exhibit A (Statement of Work), and all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered “works for hire” and that the results of said work is by virtue of this Agreement assigned to the Authority and shall be the sole property of the Authority for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

14.0 LEGAL COMPLIANCE.

Consultant is encouraged to treat any Authority employees, customers, clients, business partners and other affiliates with respect and responsibility. Consultant is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

15.0 LICENSING AND INSURANCE.

Consultant agrees to immediately supply the Authority with proof of any licensing status required to perform the works set forth on Exhibit A (Statement of Work) pursuant to this Agreement, Workers’ Compensation Coverage where required by law and General Liability Insurance, upon request of the Authority.

16.0 NOTICES.

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses below, but each party

may change their address by written notice in accordance with this paragraph:

To Authority:

Jose Silva
Principal Deputy County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of
Administration
500 West Temple Street
Los Angeles, CA 90012-2713
(213) 974-7973 (telephone)
(213) 633-1915 (facsimile)

To Consultant:

Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Consultant agrees to keep the Authority current as to its business and mailing addresses, as well as telephone number and e-mail address.

17.0 INDEMNIFICATION AND INSURANCE.

- 17.1 Consultant shall defend, indemnify, hold harmless, and insure the Authority from any and all damages, expenses, or liability resulting from or arising out of Consultant's act(s) or omission(s).
- 17.2 Pursuant to the requirements of Section 6148 of the California Business & Professions Code, Consultant hereby warrants and represents that he presently maintains Errors & Omissions Insurance Coverage from a third-party insurer or insurance underwriter.
- 17.3 Consultant shall name the Authority as an additional insured on all related insurance policies including workers compensation and general liability.
- 17.4 Consultant shall maintain the following insurance coverage requirements:

17.4.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the Authority and its Agents as an additional insured, with limits of not less than:

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

17.4.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

17.4.3 Professional Liability/Errors and Omissions Insurance covering Consultant's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

18.0 CONTAINMENT OF ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto, except for any separately signed confidentiality, trade secret, non-compete or non-disclosure agreements to the extent that these terms are not in conflict with those set forth herein.

19.0 REPRESENTATION.

Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto,

which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

20.0 PARTIAL INVALIDITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or void, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

21.0 GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by, and construed under, the laws of the State of California. Jurisdiction and venue for all purposes shall be in the County of Los Angeles, State of California.

/

/

/

IN WITNESS WHEREOF, the Board of Directors of the Authority has caused this Agreement to be subscribed on its behalf by its Chair, and Consultant has signed this Agreement, the day, month and year first written above.

LOS ANGELES REGIONAL
INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY

CONSULTANT

William T Fujioka
Chair, Authority Board of Directors

STATEMENT OF WORK

The LA-RICS Executive Director is responsible for the development, coordination, integration, and continued maintenance of a regional public safety interoperable communications network. This position reports to the Joint Powers Authority Board of Directors and serves as the primary liaison for supporting interoperability between the Authority, state, federal, county and city agencies. The Executive Director independently serves as the highest level of technical and administrative review of the LA-RICS project and is responsible for the overall management of this program. Responsibilities consist of the following:

1. Direct the preparation and implementation of the LA-RICS long-range project plan to include system engineering and design, system build-out, acceptance testing, migration, and user training; monitor and evaluate accomplishments of plan objectives; and periodically update the plan.
2. Provide overall leadership and direction while managing the development and implementation of all phases of the LA-RICS project, including vendor selection, contract negotiation, project development, site development, construction and ongoing operations.
3. Oversee group managers from participating agencies tasked with various technical, operational, and administrative responsibilities.
4. Implement goals and objectives established by the Board of Directors in coordination with law enforcement, fire, and emergency medical communications needs.

5. Ensure that the Board and stakeholders are well informed of the progress and issues relating to LA-RICS; provide monthly reports to the Board regarding status of the project and accomplishments.
6. Ensure that all stakeholder needs are identified and properly addressed.
7. Provide support for meetings of the Board of Directors.
8. Negotiate and recommend approval of all contracts necessary for the operation of the Authority.
9. Serve as primary liaison with affected local, state, and federal agencies necessary for the successful implementation of LA-RICS; promote the interchange of information and data to achieve maximum system compatibility.
10. Develop strategic plans in collaboration with various agencies and community stakeholders that facilitate the implementation of the LA-RICS project.
11. Undertake ad hoc assignments from the Board as required.