



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY ("AUTHORITY")

BOARD OF DIRECTORS MEETING

Thursday, July 10, 2025, • 9:00 a.m.

LA-RICS Headquarters
2525 Corporate Pl., Suite 200,
Large Conference Room
Monterey Park, CA 91754

Microsoft Teams Meeting Link for the Public: [Join the meeting now](#)

Call-in Number for the Public:

Public may submit a Public Comment during the meeting to the Board by accessing the Microsoft Teams Meeting Link above or by the Call-In Telephone Number below.

Telephone Number: (323) 886-6924

Conference ID: 949 981 638#

AGENDA POSTED: July 3, 2025

Complete agendas are available on the Authority's website at <http://www.la-rics.org>.

MEMBERS		ALTERNATES	
1.	Fesia Davenport , CEO County of Los Angeles Chief Executive Office	1.	Leslie Luke , Deputy Director, Office of Emergency Management County of Los Angeles Chief Executive Office
2.	Anthony Marrone (Chair) , Fire Chief County of Los Angeles Fire Department	2.	Michael Inman , Deputy Fire Chief County of Los Angeles Fire Department
3.	Robert Luna (Vice-Chair) , Sheriff County of Los Angeles Sheriff's Department	3.	David Sum , Acting Commander County of Los Angeles Sheriff's Department
4.	Richard Tadeo , Director, EMS Agency County of Los Angeles Department of Health Services	4.	Jacqueline Rifenburg , Assistant Director, EMS Agency County of Los Angeles Department of Health Services
5.	Michael Alegria , Fire Chief (Avalon) Los Angeles Area Fire Chiefs Association	5.	Michael Browne , Acting Fire Chief (West Covina) Los Angeles Area Fire Chiefs Association
6.	Scott Wiese , Police Chief (Monterey Park) Los Angeles County Police Chief's Association	6.	Gustavo Jimenez , Police Captain (Monterey Park) Los Angeles County Police Chief's Association
7.	Joshua Nelson , City Manager (City of Industry) California Contract Cities Association	7.	Marcel Rodarte , Executive Director California Contract Cities Association
8.	Ric Walczak , Police Chief At-Large Seat #3 (City of Covina Police Department)	8.	Antonio Zavala , Lieutenant At-Large Seat #3 (City of Covina Police Department)
9.	Mark Fronterotta , Police Chief At-Large Seat #2 (City of Inglewood Police Department)	9.	Cardell Hurt , Captain At-Large Seat #2 (City of Inglewood Police Department)
10.	Chris Nigg , Fire Chief At-Large Seat #4 (City of La Verne Fire Department)	10.	Brandon Coatney , Deputy Fire Chief At-Large Seat #4 (City of La Verne Fire Department)

OFFICERS	
Scott Edson , LA-RICS Executive Director	
Ronald Watson , LA-RICS Deputy Executive Director	
Oscar Valdez , County of Los Angeles, Auditor-Controller	
Elizabeth Buenrostro Ginsberg , County of Los Angeles, Treasurer and Tax Collector	
Beatriz Cojulun , LA-RICS 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 – (A)

A. June 5, 2025 – Regular Minutes

Agenda Item A

IV. PUBLIC COMMENTS –

V. CONSENT CALENDAR – NONE

VI. REPORTS (B – D)

B. Director’s Report – Scott Edson

C. Joint Operations and Technical Committee Chair’s Report – Lt. Robert Weber

D. Finance Committee Chair’s Report – NONE

VII. DISCUSSION ITEMS (E – F)

E. Land Mobile Radio Network Operations Status and Issues – Ted Pao

Agenda Item E

F. Outreach Update – Lt. Robert Weber

Agenda Item F

VIII. ADMINISTRATIVE MATTERS (G - L)

G. ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

The purpose of this discussion item is to notify the Board that at the August 7, 2025, Board Meeting, an item will be calendared to allow the Board to elect a Chairperson and Vice-Chairperson from among the Directors. The Joint Power Authority (JPA) Agreement provides that, at each FY, the Board shall elect a Chairperson and Vice-Chairperson, from the other Board Members.



Agenda Item G

H. APPROVE COST RECOVERY RADIO PROGRAMMING HOLD HARMLESS AGREEMENT FOR USE BETWEEN THE AUTHORITY AND ITS MEMBER AGENCIES, SUBSCRIBERS, AND AFFILIATES

It is recommended that your Board:

1. Approve the Cost Recovery Radio Programming and Hold Harmless Agreement (Enclosure 1) for use by the Authority, in a substantially similar form to the enclosed.
2. Approve the Revised LA-RICS Radio Service Guidelines/Hold Harmless Agreements Policy No. 016-2016 (Enclosure 2) to reflect inclusion of the cost-recovery component, as reflected in the enclosed.
3. Delegate authority to the Executive Director to execute Cost Recovery Radio Programming and Hold Harmless Agreements with Users who may be interested in such Services with the Authority.
4. Delegate authority to the Executive Director to approve and execute amendments to the Cost Recovery Radio Programming and Hold Harmless Agreements, provided they are approved as to form by counsel to the Authority.

Agenda Item H

I. ACCEPT 2024 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS

It is recommended that your Board:

1. Accept \$3,400,000 in grant funds from the Fiscal Year 2024 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2024 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

Agenda Item I



Agenda Item I

J. APPROVE A SOLE SOURCE AGREEMENT WITH SAN LUIS AVIATION INC., DBA SLA CORP FOR ESCHAT PUSH-TO-TALK (PTT) FUNCTIONALITY FOR USE OVER THE AND MOBILE RADIO SYSTEM

1. Approve an Agreement between San Luis Aviation, Inc., dba SLA Corp and the Authority, similar in form to the enclosed (Enclosure), to allow San Luis Aviation, Inc., dba SLA Corp (SLA Corp) to provide ESChat PTT functionality for use on the LMR System by LA-RICS Subscribers. The Agreement for ESChat PTT services is for three (3) years with five (5) additional one (1) year extension options for a maximum total Contract term of up to eight (8) years. The annual not-to-exceed Contract Sum is \$53,513 with a one-time setup cost of \$4,830.
2. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement in substantially similar form to the enclosed Agreement (Enclosure).
3. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, including but not limited to, exercising option years, provided any such amendments are approved as to form by Counsel to the Authority.

Agenda Item J

K. REQUEST TO INCREASE THE EXECUTIVE DIRECTOR'S DELEGATED AUTHORITY FOR PROCEED ORDERS

1. Delegate authority to the Executive Director to issue one (1) or more Proceed Orders under the Agreement to MSI, as may be necessary, with a predefined not-to-exceed amount identified per Proceed Order, for a total increased aggregate not-to-exceed amount of \$222,800 for all Proceed Orders, which includes the original delegated amount of \$78,800. Should the Authority anticipate additional Proceed Order work beyond the cost of the newly increased aggregate not-to-exceed Proceed Order amount, the Authority will return to your Board.
2. Continue to delegate authority to the Executive Director to execute amendments to memorialize any such work performed via a Proceed Order, as may be necessary.

Agenda item K

L. APPROVE AMENDMENT NO. 130 TO AGREEMENT NO. LA-RICS 007



It is recommended that your Board:

1. Make the following findings:
 - a. Find that the approval of Amendment No. 130 to include one (1) Change Order to replace one (1) damaged microwave antenna at the Castro Peak (CPK) site; and include one (1) Change Order related to the replacement and installation of four (4) microwave antennas at the Frost Peak (FRP) site, are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.
2. Approve Amendment No. 130 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI), similar in form to the **Enclosure**, which reflects the following:
 - a. Incorporate a Change Order to install one (1) microwave antenna and perform path realignment services at the CPK site for a cost increase in the amount of \$5,688.
 - b. Incorporate a Change Order to perform all the work necessary to replace and install four (4) microwave antennas at the FRP site for a cost increase in the amount of \$139,381.
 - c. Memorialize a Proceed Order that was issued to MSI for the purchase of replacement of microwave antennas at the FRP site for a cost increase in the amount of \$22,123.
 - d. Increase the Maximum Contract Sum by \$167,192 from \$278,394,512 to \$278,561,704.
 - e. Delegate authority to the Executive Director to execute Amendment No. 130, in substantially similar form to the enclosed Amendment (**Enclosure**), and issue one (1) or more Notices to Proceed (NTP) for the work contemplated in Amendment No. 130, as may be necessary.

Agenda Item L



IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, August 7, 2025, at 9:00 a.m., at the LA-RICS Headquarters, 2525 Corporate Place, Suite 200, Large Conference Room, Monterey Park, CA 91754.



BOARD MEETING INFORMATION

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) requests 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.)

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 as soon as possible. (323) 881-8291 or (323) 881-8295.

SI REQUIERE SERVICIOS DE TRADUCCIÓN, FAVOR DE NOTIFICAR LA OFICINA LO MAS PRONTO POSIBLE. (323) 881-8291 o (323) 881-8295.

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



BOARD OF DIRECTORS REGULAR MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, June 5, 2025 • 9:00 a.m.

LA-RICS Headquarters
2525 Corporate Pl., Suite 200,
Large Conference Room
Monterey Park, CA 91754

BOARD MEMBERS PRESENT

Richard Tadeo, Director, EMS Agency County of Los Angeles Department of Health Services

Joshua Nelson, City Manager (City of Industry) California Contract Cities Association

Ric Walczak, Police Chief, At-Large Seat #3 (City of Covina Police Department)

Chris Nigg, Fire Chief, At-Large Seat #4 (City of La Verne Fire Department)

ALTERNATES FOR BOARD MEMBERS PRESENT

Leslie Luke, Deputy Director, Office of Emergency Management, County of Los Angeles Chief Executive Office

Nicholas Berkuta, Assistant Fire Chief, County of Los Angeles Area Fire Department

David Sum, Acting Commander, County of Los Angeles Sheriff's Department

Gustavo Jimenez, Police Captain, Los Angeles County Police Chief's Association

Cardell Hurt, Captain, At-Large Seat #2 (City of Inglewood Police Department)

BOARD MEMBERS ABSENT / VACANT

Michael Alegria, Fire Chief (Avalon), Los Angeles Area Fire Chief's Association

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Beatriz Cojulun, LA-RICS Board Secretary



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

I. CALL TO ORDER

Alternate Board Chair Nicholas Berkuta introduced himself as the Assistant Fire Chief with the County of Los Angeles (County) Fire Department (LACoFD) and would Chair the meeting. Alternate Board Chair Berkuta called the Regular meeting of the Board to order at 9:00 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

LA-RICS Project Team Member Marissa Bosque took roll call and acknowledged a quorum was present.

III. APPROVAL OF MINUTES (A)

A. May 1, 2025 – Regular Minutes

Agenda Item A

Alternate Board Chair Berkuta asked the Board if there were any questions to the attached Regular meeting minutes for May 1, 2025; hearing none, he called for a motion to approve.

Alternate Board Member Leslie Luke motioned first, seconded by Alternate Board Member Cardell Hurt.

Ayes (9): Tadeo, Nelson, Walczak, Nigg, Luke, Berkuta, Sum, Jimenez, and Hurt.

MOTION APPROVED.

IV. PUBLIC COMMENTS

There was no public comment.

V. CONSENT CALENDAR

There were no consent items on the Regular Meeting Agenda.



VI. REPORTS (B - D)

B. Director's Report – Scott Edson

Executive Director Scott Edson greeted the Board and reported that in May, the LA-RICS network did not experience unplanned outages impacting service delivery, and service remained stable throughout the month. Executive Director Edson further reported Motorola Solutions, Inc. (MSI) continued to carryout preventive maintenance work on various components of the Land Mobile Radio (LMR) network infrastructure, and ninety-six percent (96%) of that work is complete, with the remaining tasks expected to be complete by the end of June.

Executive Director Edson stated the site security enhancement project is nearing completion, with one hundred eighty-two (182) cameras planned for installation and one hundred and sixty-eight (168) installed cameras. Executive Director Edson further stated the final installations at the three (3) Catalina Island sites are scheduled for completion by the end of the week, pending any further weather delays. Executive Director Edson went on to say that once all the cameras are installed, the camera portion of the project will be completed, and that door access control systems are installed at all sites, except for two (2) of the three (3) sites at Catalina Island.

Executive Director Edson said that most of the door lock cylinders are rekeyed, with just a few exceptions due to unique snow door configurations, and the final step would be configuring individual camera settings at each site to fully enable the camera system's analytic features.

Executive Director Edson expressed that looking ahead, the upcoming FIFA Club World Cup at the Rose Bowl has raised concerns about possible interference with LA-RICS' Ultra High Frequency (UHF) trunked system, which operates on TV Channel 15. Executive Director Edson further expressed that broadcasters and audio/visual contractors are applying for Federal Communications Commission (FCC) Special Temporary Authorization to use spectrum that could affect LA-RICS' operations, and, in response, the County of Los Angeles (County) Spectrum Management is working with LA-RICS' County Counsel and the FCC to address and mitigate the risk of interference.

Executive Director Edson reported that LA-RICS also requested that Spectrum Management pursue permanent protection of the Channel 15 spectrum for the Los Angeles region. Executive Director Edson said this is especially critical as the region prepares to host major global events, which includes the 2026 World Cup,



the Super Bowl, and the 2028 Summer Olympics, where international broadcasters will bring in their own wireless equipment. Executive Director Edson expressed that ensuring LA-RICS' frequencies remain protected under the FCC's LMR spectrum allocation is essential to maintaining uninterrupted service during these high-profile events.

Executive Director Edson shared there would not be a presentation on the Land Mobile Radio network operations status and issues since the Authority staff is attending a local Trunked User Group meeting. Executive Director Edson further shared the Authority staff would also discuss with the attendees the reason LA-RICS requires certain data for radio ID sharing and, hopefully, there will be an agreement on what is appropriate to share. Executive Director Edson went on to say that many agencies use this as an excuse to not be interoperable when, in fact, that is misinformation, because the agencies simply need to program in the regional Talkgroups in their radios and/or consoles. Executive Director Edson said that by doing this, they would be immediately interoperable via those with Inter-RF Subsystem Interface (ISSI) connections, like Interagency Communications Interoperability (ICI).

Regarding budget matters, Executive Director Edson expressed that as the end of the fiscal year approaches, LA-RICS is on track to close out the California State Budget Act appropriation, which as the Board may recall, was awarded to LA-RICS to complete the project. Executive Director Edson shared the appropriation was through June 30, 2025, and with certain camera installation work being performed by DPS Telecom, LA-RICS is on track to fully deplete the funds in accordance with the appropriation deadline.

Executive Director Edson stated that Agenda Item H is the recommendation for adoption of the FY 2025-26 budget. Executive Director Edson further stated this budget includes revenue from the Revised Subscriber Agreement that is also in the Board's agenda packet as Agenda Item G. Executive Director Edson said that as LA-RICS enters the second year of the LA-RICS System's Operations and Maintenance Phase, costs are aligned with a full twelve (12) month expenditure as Operations and Maintenance contracts now cover a full twelve (12) month term within the fiscal year. Executive Director Edson shared the full Operations and Maintenance cost is offset by revenue obtained via the Revised Subscription Plan for County users only, and LA-RICS will continue to promote operability by maintaining the twenty dollar (\$20) per device subscription for smaller agencies, which leads to greater regional interoperability. Executive Director Edson expressed his appreciation for the County's support in this.



Regarding grants, Executive Director Edson expressed the team is approaching close out of the 2023 Urban Area Securities Initiative (UASI) grant and pending sub recipient agreements for both UASI 2024 and 2025. Executive Director Edson mentioned LA-RICS does not have any new information regarding the “federal pause” on grants but have received instruction to continue spending appropriated funds despite the “federal pause”. Executive Director Edson stated he would be sure to inform the Board of any updates as LA-RICS receives them.

Executive Director Edson shared that LA-RICS is awaiting a response from the City Mayor’s Office, Grants Unit, on the one million dollars (\$1,000,000) in funds they apparently repurposed from regional interoperability to help the City’s radio systems; this without approval from the UASI Authority. Executive Director Edson further shared LA-RICS also continues to wait for a response from the Mayor’s Office to request to meet with the new Deputy Mayor, and he will soon meet with this Board’s Chair and Vice Chair to discuss these issues further.

Regarding contract items, Executive Director Edson reported that Agenda Item J extends LA-RICS’ agreement with the Association of Public-Safety Communication Officials (APCO) for frequency licensing coordination. Executive Director Edson mentioned the funding for this work was included in the current year’s Adopted Budget and being carried over into next fiscal year for this important work; thus, the Board will see the amendment is simply for an extension of the term, with no added fiscal impact.

Executive Director Edson stated Agenda Item K, which is LMR Amendment 129 to the MSI agreement, includes some Change Order work that is not captured in LA-RICS’ Operations and Maintenance agreement with MSI, including work relating to fire damage remediation, generator maintenance that is outside normal Operations and Maintenance work due to the fires, certain reprogramming/retuning work for Digital Trunked Voice Radio Subsystem (DTVRS) equipment deployed on LA_RICS’ Site on Wheels (SOW), and a reduction in services/cost relating to cybersecurity services is also included in the Amendment.

Alternate Board Member Leslie Luke asked Executive Director Edson to repeat the issue regarding the UASI and transferring of the funding. Executive Director Edson said the issue is the City believes that one million dollars (\$1,000,000) was purposed for City use, and LA-RICS believes the one million dollars (\$1,000,000) was purposed for regional interoperability. Executive Director Edson expressed that LA-RICS continues to try to schedule a meeting with the Mayor and Deputy Mayor’s office to resolve this issue, and he will soon meet with the Board’s Chair and Vice Chair to discuss these issues further.



This concluded the report on Agenda Item B by Executive Director Edson. There was no further discussion.

C. Joint Operations and Technical Committee Chair's Report – Sergeant Alvaro Sierra

Sgt. Alvaro Sierra greeted the Board and presented Agenda Item C.

Sgt. Sierra shared the Joint Operations and Technical Committees meeting was held on May 20, 2025, at approximately 1:30 p.m., chaired by Operations Lead Lieutenant Weber; having quorum present; the Minutes were approved; there were no public comments or items in the consent calendar.

Sgt. Sierra reported that Operations Lead Lt. Weber and Technical Lead Ted Pao provided the Committee with an update on the LMR Interoperability Report which consisted of the system status and LA-RICS' continued effort to advance interoperability with its partner agencies; Operations Lead Lt. Weber reported that several agencies updated their regional channels and are in process of updating their code plugs. Sgt. Sierra shared the report was followed by LMR Technical Lead Pao's report which provided a detailed summary of the LA-RICS' system's preventative maintenance status and LMR operational status report; the LMR network status report was followed by interoperability exercises planning which was discussed by Operations Lead Lt. Weber, and the exercises planning consisted of South Bay police agencies who were in attendance.

Sgt. Sierra expressed the Authority would practice these exercises with the South Bay agencies in the future. Sgt. Sierra further expressed that Operations Lead Lt. Weber provided an update on the ESChat application, in which the update was that LA-RICS continues to move forward with plans to implement the application across the LA-RICS system.

Sgt. Sierra stated there were no administrative matters, and the meeting was adjourned.

This concluded the report on Agenda Item C by Sgt. Sierra. There was no further discussion.



D. Finance Committee Chair's Report – Brian Hoffman

Finance Committee Chair Brian Hoffman greeted the Board and presented Agenda Item D.

Finance Committee Chair Hoffman reported the Finance Committee met on May 22, 2025, and representatives from all seats were present except for Seat 6. Finance Committee Chair Hoffman further reported there was discussion of a Revised Subscriber User Agreement before the Board as Agenda Item G; the Finance Committee was informed that County of Los Angeles Fire Department (LACoFD) and County of Los Angeles Sheriff's Department (LASD) were formally notified in June 2024 of anticipated rate increases. Finance Committee Chair Hoffman went on to say the Finance Committee discussed how LA-RICS has transitioned from buildout to maintenance and now that LA-RICS is generating revenue through subscriber fees, LA-RICS must sustain its operations based on operational costs and achieve cost recovery.

Finance Committee Chair Hoffman shared the Finance Committee discussed the County's difficult financial situation due to the AB218 settlement of four billion dollars (\$4,000,000,000), lower property tax estimates due to the wildfires, and labor. Finance Committee Chair Hoffman further shared the Finance Committee also discussed how LACoFD and LASD were to budget any fiscal impacts for FY 2025-26 in an upcoming budget phase; ultimately the Finance Committee voted 7-2 for the Board to adopt the Revised Subscriber User Agreement which is before the Board under Agenda Item G. Finance Committee Chair Hoffman went on to say the Finance Committee voted 8-1 for the Board to adopt the Recommended Operating Budget for FY 2025-26 which is before the Board under Agenda Item H.

Finance Committee Chair Hoffman stated the budget included the impact of the revised rates in order for LA-RICS to balance its budget.

This concluded the report on Agenda Item D by Brian Hoffman. There was no further discussion.

VII. DISCUSSION ITEMS (E – G)

E. Land Mobile Radio Network Operations Status and Issues – NONE

F. Outreach Update – Sgt. Alvaro Sierra



Sgt. Alvaro Sierra greeted Board members and referenced the detailed Outreach Summary document for the month of May 2025 included in the Agenda Packet for review and information.

Sgt. Alvaro Sierra reported that during the month of May, Authority staff continued with all Subscriber and Affiliate outreach efforts while also assisting with several other projects. Sgt. Alvaro Sierra further reported Authority staff assisted with the site security upgrade project which included trips to site Whitaker Middle Peak (WMP) and several other sites.

Sgt. Alvaro Sierra went on to say the LA-RICS continues to work with members of the Interagency Communications Interoperability system (ICI) regarding LA-RICS' affiliate radio ID efforts and the programming of the Regional ISSI interoperability Talkgroups. Sgt. Alvaro Sierra stated the progress of this effort continues to be slow but steady, and LA-RICS is happy to report the Arcadia Police Department has completed the programming of the regional channels and several other agencies are in the process.

Sgt. Sierra reported that on May 22, 2025, Authority staff participated in the Joint Civil-Military Drill organized by the City Office of Emergency Management; the drill was well attended and provided many opportunities for collaboration between stakeholders. Sgt. Sierra further reported that at the meeting, Operations Lead Lt. Weber highlighted the need for all public safety agencies to program the regional channels.

Sgt. Sierra went on to say Authority staff met with City of Los Angeles Police Department (LAPD) executives and managers on May 22, 2025, and that LA-RICS' interoperability efforts are moving forward; there will be more to report next month. Sgt. Sierra stated the Authority staff are monitoring the progress of the World Cup Emergency Communications planning group, and on May 27, 2025, Authority staff attended the working group call where things continue to progress well. Sgt. Sierra further stated that during the month of May, Authority staff continued their coordination with the California Governor's Office of Emergency Services (Cal OES) regarding interoperability, and on May 28, 2025, Authority staff met with Cal OES and executives from Ventura County regarding interoperability; there will be more to report in July regarding these efforts.

Sgt. Sierra expressed that LA-RICS is happy to report that during the month of May, the Claremont Police Department transitioned to the LA-RICS LMR System, and Authority staff provided training and technical support during the transition, and the system performed very well.



Sgt. Sierra shared that Authority staff continued coordination with Palos Verdes Estates Police Department, the UCLA Police Department, and several other agencies, and the Authority staff will work closely with these agencies to ensure their needs are met.

Sgt. Sierra further shared that Authority staff members continued close contact with State and Federal partners to ensure interoperability during major events and continue collaboration on regional public safety communication.

Sgt. Sierra asked if there were any questions. There was no further discussion.

(AT 9:16 AM COUNSEL TRUC L. MOORE TOOK AGENDA ITEM XIII. CLOSED SESSION OUT-OF-ORDER, WHICH CONCLUDED AT 9:33 AM)

XIII CLOSED SESSION REPORT –

The Board entered Closed Session at 9:16 a.m.

1. CONFERENCE WITH LEGAL COUNSEL –Anticipated Litigation (subdivision (d) of Government Code Section 54956.9) (1 case).

The Board returned from Closed Session at 9:33 a.m. Counsel Truc Moore stated the Board returned to open session, and announced the LA-RICS' Board approved a settlement with Motorola Solutions, Inc. to resolve disputed delay claims related to the LMR Project in the amount of twenty-three million dollars (\$23,000,000).

VIII ADMINISTRATIVE MATTERS (G – K)

G. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE A REVISED VERSION OF THE LA-RICS USER AGREEMENTS FOR SUBSCRIBER ENTITIES WITH 20,000+ RADIOS ON THE LAND MOBILE RADIO (LMR) SYSTEM

Executive Director Edson presented Agenda Item G, which requested the Board's approval of a revised version of the Subscriber User Agreements with Subscriber entities with twenty thousand (20,000) or more radios on the LMR system for a monthly fee, as described in the agenda, per devices that have access to or utilizes the LMR system which can include radios, consoles, consolettes, modems and other equipment collectively termed "radios" transmitting Countywide.



Executive Director Edson said that, additionally, this includes devices that utilize the LMR System on a Countywide basis either directly or indirectly, such as smartphones with Push-to-Talk (PTT) functionality.

Executive Director Edson stated this agenda item would delegate authority to the Executive Director to continue to finalize, revise, and issue amendment(s) to the User Agreements for Subscribers and Affiliates, as may be needed to accommodate changes, including for operations and maintenance costs for Subscribers, provided that any such revisions and/or amendment(s) to the User Agreements are approved as to form by Counsel to the Authority.

Executive Director Edson mentioned this is for any one agency that has more than twenty thousand (20,000) radios.

Alternate Board Member Sum asked Executive Director Edson if this revised agreement meant that each device would cost sixty-five dollars (\$65) for LASD to which Executive Director Edson said that was the current rate on the Revised User Agreement.

Alternate Board Chair Berkuta stated this rate increase affects LACoFD, LASD, and a few other County departments, which LACoFD supports the system. Alternate Board Chair Berkuta brought forth the idea of a friendly amendment to include parity between the County departments, therefore, the cost would be the same for every device regardless of whether the County department use Narrowband Mobile Data Network (NMDN) or not. Alternate Board Chair Berkuta expressed this would be open to all departments. Alternate Board Chair Berkuta asked Director Edson if he had an idea of what the cost would be.

Executive Director Edson said that LACoFD's price per device would decrease from eighty-five dollars (\$85) to seventy dollars (\$70), and the price per device for other County departments would increase from sixty-five dollars (\$65) per device to seventy dollars (\$70) per device.

Alternate Board Member Sum stated on behalf of LASD, that LASD is certainly ready to vote for the sixty-five dollars (\$65) per device rate, however, they are not ready to vote for the seventy dollar (\$70) per device rate. Alternate Board Chair Sum expressed the LA-RICS system has worked phenomenally for LASD, as it has performed very well, especially during the unprecedented 2025 wildfires. Alternate Board Member Sum further expressed LASD is utilizing the LA-RICS' system for interoperability, and LASD is very pleased with the system. Board Member Sum said, however, that LASD has been operating on a structural deficit since 2021, and



the subscriber fee increase exacerbates their financial strain. Board Member Sum shared that LASD expressed their concerns to the County Chief Executive Office (CEO), and it is their understanding the CEO will work with LASD to help them afford the sixty-five dollar (\$65) per device increase.

Alternate Board Member Sum further shared that LASD is in unity with the County in support of a fee increase, however, he wanted to emphasize that LASD needs assistance from their partners at the County CEO office, and this assistance is for the sixty-five-dollar (\$65) fee before the increase to seventy dollars (\$70). Alternate Board Member Sum went on to say that LASD is unprepared to vote on this agenda item and kindly asked to continue this agenda item to the following Board meeting.

Executive Director Edson stated that he has made the presentation, therefore, the Board would need to make a motion for this agenda item as it stands or a motion for it as a friendly amendment. Executive Director Edson further stated if the Board chooses to table this agenda item, this would pose a problem, as it would impact LA-RICS' fiscal budget beginning on July 1, 2025.

Alternate Board Member Sum asked Executive Director Edson if there was a possible scenario in which the fee was simply lowered to sixty-five dollars (\$65) per device for all subscribers; LA-RICS will still have the increased rate.

Executive Director Edson said in that scenario, LA-RICS would still have a deficit and would not be able to provide enough funding from the fiscal budget. Executive Director Edson mentioned that with eighty-five dollars (\$85) and sixty-five dollars (\$65) per device, or seventy dollars (\$70) per device, LA-RICS would not have a deficit.

Board Member Nelson asked Executive Director Edson how many radios LACoFD and LASD uses. Executive Director Edson stated that LASD uses twenty-two thousand five hundred radios (22,500). Alternate Board Chair Berkuta stated that LACoFD uses about seven thousand seven hundred (7,700) radios.

Alternate Board Member Sum expressed the five-dollar (\$5) increase does not seem expensive to LASD, however, due to the amount of radios that LASD uses, it is a substantial increase to their annual cost.

Executive Director Edson said his recommendation to the Board would be to pass the motion, and LASD will have their discussion with County CEO, as it would be difficult for LA-RICS to move forward without a budget. Executive Director Edson expressed that if this motion does not pass, he is not sure how this will affect



LA-RICS organizationally, and he recommends the Board move forward with the motion or with a friendly amendment, however, so far there has been no motion at all.

Board Member Nelson asked Executive Director Edson by when the motion would need to be agreed upon. Executive Director Edson said it would need to be agreed to by the end of this month. Board Member Nelson suggested holding a Special Board Meeting before the end of this month. Alternate Board Member Sum mentioned this would be helpful for LASD, as it would give them time to meet with the County CEO; they would like to be able to afford this rate increase, as the system continues to perform well for them. Alternate Board Member Sum further mentioned that LASD understands the operational impact and deficit that LA-RICS is incurring and asked for a Special Board Meeting for this agenda item.

Board Member Nigg stated he was supportive of holding a Special Board Meeting and asked Alternate Board Member Sum if he expected to have a positive outcome from LASD's discussions with the County CEO; he also asked Alternate Board Member Sum what would happen if the outcome of their discussions were not positive.

Alternate Board Member Sum said he anticipated the discussion to be favorable as he believes the County CEO would assist LASD; the discussion has not taken place yet.

Executive Director Edson asked Counsel Moore if the Board could approve the Subscriber Agreement in form and allow him the opportunity to modify the agreement to the parity figure of seventy dollars (\$70) per device, assuming the discussion between LASD and the County CEO are positive; this way, the same dollar amount would be entered into LA-RICS' budget.

Counsel Moore stated the Board can approve the agenda item as is, and that agenda item would delegate authority to the Executive Director to adjust the subscriber agreements with approval as to form by County Counsel; however, if there is no agreement, then LASD would remain with the subscriber radios.

Executive Director Edson suggested the Board to approve as to form this agenda item, and LACoFD and LASD would discuss the parity topic outside of this Board meeting. Executive Director Edson expressed he would make adjustments that are agreed to before the end of this month.



Alternate Board Member Sum said Executive Director Edson's recommendation seems fair. Alternate Board Chair Berkuta expressed his support for the recommendation.

Board Member Nelson confirmed with Executive Director Edson that both parties would have an internal discussion and come to an agreement on how they would achieve the rate outlined in the agenda item.

Alternate Board Member Richard Tadeo confirmed with Counsel Moore the second recommendation covers the delegated authority.

Alternate Board Member Luke expressed that, from a budgeting perspective, this would be difficult to discuss within a short period of time. Executive Director Edson stated that if the motion that Board Member Nelson mentioned was made and approved, he did not anticipate there would be other meetings, as the County departments would have internal discussions, report their decision to him, and he would modify the Agreement with the agreed upon changes. Executive Director Edson further stated the agenda item could be kept as-is until June 30, and then he could make modifications to the agreement per County department's decisions after that. Executive Director Edson went on to say he did not recommend extending this agenda item for another few months.

Executive Director Edson mentioned that he anticipates having more Subscribers and more County departments on the system in the future, therefore, there will likely be adjustments made in future budgets.

Alternate Board Member Sum requested his comments regarding LASD's budget deficit be reflected in the meeting minutes. Alternate Board Chair Berkuta asked to also ensure his request for parity be reflected in the meeting minutes. Executive Director Edson confirmed this.

Finance Committee Chair Hoffman stated the County CEO office would work with LASD and LACoFD to identify solutions, however, these discussions would not be finalized until the supplemental budget phase which does not begin until July. Finance Committee Chair Hoffman further stated that although this budget would not be effective until the County's budget is finalized, the process for finalizing the County budget for FY 2025-26 does not end on June 30th. Finance Committee Chair Hoffman emphasized the funding source would not be finalized before LACoFD and LASD agree on a parity agreement or another solution that is a change from the original proposal.



Alternate Board Member Luke asked if the recommendation for a friendly amendment was rescinded. Alternate Board Chair Berkuta clarified he suggested the idea of a friendly amendment for discussion and did not make a motion for it.

Alternate Board Chair Berkuta clarified that to make a motion to approve “as-is” is to approve a motion in its current written form. Alternate Board Chair Berkuta asked for a motion to approve. Board Member Nigg motioned first, seconded by Alternate Board Member Hurt.

Ayes (9): Tadeo, Nelson, Walczak, Nigg, Luke, Berkuta, Sum, Jimenez, and Hurt.

MOTION APPROVED.

H. APPROVE THE FISCAL YEAR 2025-26 RECOMMENDED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

Executive Director Edson presented Agenda Item I in which the Board was requested approval of the Proposed Operating Budget FY 2025-26, which incorporates revenue from grants awarded to LA-RICS including UASI grants, the LA-RICS Board Adopted Subscriber Agreement Revenue, revenue from Cost Recovery fees associated with collocation proposals at the Authority’s LMR sites, and the remaining balance from the AT&T Business Agreement funds.

Executive Director Edson reported the LA-RICS Operating Budget is in accordance with the cost factors identified in the Adopted Revised Funding Plan. Executive Director Edson further reported those cost factors include a UASI grant funded line item, the California State Budget Act of 2022 Interest Earned to be used for remaining Capital Outlay Projects totaling eight million one hundred sixty-eight thousand dollars (\$8,168,000), the LMR Operations and Maintenance projected expenditures and revenues, which would be collected from various Subscribers who are interested in using the LMR System for a total of twenty-five million seven hundred sixty-three thousand dollars (\$25,763,000), and Cost Recovery revenue from third parties who desire to collocate equipment and utilize the Authority’s LMR sites.

Executive Director Edson went on to say the budget includes a four hundred twenty-four thousand dollars (\$424,000) balance in funds identified as AT&T Business Agreement Services and the balance of funds allocated via the LA-RICS AT&T



Business Agreement Amendment No. 4 (\$605,000) for various operational costs associated with the LTE/LMR collocated sites.

Executive Director Edson shared that, in addition, the operating budget includes cost associated to the Funding Agreement which is between the County and LA-RICS for a settlement loan to LA-RICS from the County in the amount of twenty-three million dollars (\$23,000,000) which the Authority will pay over fifteen (15) years and will pay interest for the first five (5) years.

Executive Director Edson mentioned, as Mr. Hoffman stated in his Committee report, the Finance Committee met on May 22, 2025, and recommended the adoption of the Recommended Operating Budget.

Board Member Nelson said that, going forward, it seems that LA-RICS' budget would be about thirty-five million dollars (\$35,000,000) annually, with a one-time pass-through cost of twenty-three million dollars (\$23,000,000). Board Member Nelson went on to say of that thirty-five million dollars (\$35,000,000) annually, in the future, LA-RICS would have the payment on the loan of about two million dollars (\$2,000,000), and once that is in effect, the budget would be about thirty-seven million dollars (\$37,000,000) or thirty-eight million dollars (\$38,000,000).

Board Member Nelson asked Executive Director Edson if the budget includes forecasted users.

Executive Director Edson confirmed the budget includes existing users, not forecasted users. Board Member Nelson said that additional subscribers would help the budget. Executive Director Edson confirmed the increase in users would reduce the overall cost.

Alternate Board Chair Berkuta asked for a motion to approve. Board Member Nelson motioned first, seconded by Alternate Board Member Hurt.

Ayes (9): Tadeo, Nelson, Walczak, Nigg, Luke, Berkuta, Sum, Jimenez, and Hurt.

MOTION APPROVED.

I. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO FINALIZE AND EXECUTE A FUNDING AGREEMENT WITH THE COUNTY OF LOS ANGELES



Executive Director Edson presented Agenda Item I in which the Board requested approval to authorize the Executive Director to finalize and execute a proposed loan agreement (Funding Agreement) with the County similar in form to the agreement included as Attachment I.

Executive Director Edson requested the Board to delegate Authority to the Executive Director to negotiate and execute amendments to the Funding Agreement to effectuate any changes or modifications needed; add or revise provisions; and to terminate the Funding Agreement, either in whole or in part; all with approval as to form by County Counsel.

This concluded the update on Agenda Item I. Executive Director Edson asked if there were any questions.

Alternate Board Chair Berkuta asked for a motion to approve. Alternate Board Member Hurt motioned first, seconded by Board Member Ric Walczak.

Ayes (9): Tadeo, Nelson, Walczak, Nigg, Luke, Berkuta, Sum, Jimenez, and Hurt.

MOTION APPROVED.

J. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 6 TO THE FREQUENCY LICENSING COORDINATION SERVICES AGREEMENT

Executive Director Edson presented Agenda Item J which requested the Board's approval to authorize the Executive Director to execute Amendment No. 6 to the Agreement for Frequency Licensing Coordination Services Agreement with the Association of Public-Safety Communications Officials International, Inc. (APCO), to extend the term of the Agreement from July 1, 2025, to June 30, 2026, for continued frequency licensing services for the LMR System, with no additional increase in cost.

Executive Director Edson stated that APCO is the only organization that provides full frequency management services for public safety agencies that would meet the Authority's frequency licensing needs.

Executive Director Edson shared there is no additional fiscal impact with the recommended action as the contract balance is sufficient to cover the term extension through June 30, 2026, however, if there is additional frequency licensing



work to be performed and additional funds are needed, LA-RICS would return to the Board to request an extension to the contract and/or additional funds.

Alternate Board Chair Berkuta asked for a motion to approve. Alternate Board Member Sum motioned first, seconded by Board Member Walczak.

Ayes (9): Tadeo, Nelson, Walczak, Nigg, Luke, Berkuta, Sum, Jimenez, and Hurt.

MOTION APPROVED.

K. APPROVE AMENDMENT NO. 129 TO AGREEMENT NO. LA-RICS 007

Executive Director Edson presented Agenda Item K which requested the Board's approval to execute Amendment No. 129 with MSI to incorporate two (2) Change Orders, memorialize one (1) Proceed Order, and reflect a reduction in cost, resulting in a net increase to the Maximum Contract Sum in the amount of one hundred thirty thousand nine hundred eighty-five dollars (\$130,985), which, upon Board approval, would be funded by UASI grants or by the State Budget Act funds of 2022. Executive Director Edson noted the costs associated with the fire damage work are being pursued for reimbursement under both LA-RICS' California Joint Powers Insurance Authority (CJPIA) and funding from the Federal Emergency Management Agency (FEMA). Executive Director Edson mentioned that, however, payment of immediate work would be payable as described in the fiscal impact of this item with reimbursement expected under insurance/FEMA.

Executive Director Edson reported the Change Orders are needed for certain work/and or services not covered by the maintenance plan to ensure the sites remain operable. Executive Director Edson further reported that one Change Order is necessary to allow for full remediation of the Green Mountain (GRM) site due to significant damage sustained by the Palisades Fire. Executive Director Edson went on to say that, additionally, delegated authority is requested specifically to the GRM site to exercise one (1) or more Amendments for an aggregate not-to-exceed amount of thirty-five thousand dollars (\$35,000) to account for unknown, unforeseen and/or unexpected damage that may be encountered at the GRM site.

Executive Director Edson stated, further a Change Order is needed for full diesel generator preventative maintenance work at the East Sunset Ridge (ESR), Magic Mountain Link (MML), and Loop Canyon (LPC) sites.

Executive Director Edson said that, in addition, Amendment 129 is memorializing a Proceed Order that was issued to MSI to reprogram and retune certain DTVRS



equipment located on the Site-on-Wheels (SOW). Executive Director Edson expressed this action is in connection with the delegation made by the Board on May 2, 2024, to execute Proceed Orders for an aggregate not-to-exceed amount of seventy-eight thousand eight hundred dollars (\$78,800) for time sensitive work needed.

Executive Director Edson further expressed that, due to an implementation delay (133-day delay), a reduction in certain Cybersecurity services under the LMR System Subscriber User Agreement, in particular ActiveEye MDR service is reflected in this Amendment (\$33,509 Reduction).

Executive Director Edson requested the Board to make those certain California Environmental Quality Act (CEQA) findings and delegate authority to the Executive Director to execute Amendment No. 129 and issue one or more Notices to Proceed for this work.

Board Member Nigg asked if this would be funded by grant money, and if there would be a savings. Executive Director Edson said that LA-RICS should receive reimbursement from FEMA and CJPIA insurance; the savings are from the cybersecurity claim.

Board Member Nigg asked Executive Director Edson what LA-RICS' intention would be for the leftover grant funds. Executive Director Edson said any leftover grant funds would be available until the funds expire, and it depends what year the grant funds are from; the grant funding from 2022 expires at the end of this month. Executive Director Edson mentioned that LA-RICS' ensures the funds set to expire are used first.

Alternate Board Chair Berkuta asked for a motion to approve. Board Member Nigg motioned first, seconded by Alternate Board Member Sum.

Ayes (9): Tadeo, Nelson, Walczak, Nigg, Luke, Berkuta, Sum, Jimenez, and Hurt.

MOTION APPROVED.

XI. MISCELLANEOUS – NONE

There were no Miscellaneous Items for the Regular Meeting.



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

There were no Future Discussion and/or Action Items for the Regular Meeting.

XIII. ADJOURNMENT OF THE REGULAR AND SPECIAL MEETINGS AND NEXT REGULAR MEETING

Alternate Board Chair Berkuta adjourned the Regular Board Meeting at 9:30 a.m. and stated the next Regular Board Meeting will be held on Thursday, July 10, 2025, due to the July 4th Holiday, at 9:00 a.m. at the LA-RICS Headquarters.

Alternate Board Chair Berkuta called for a motion to adjourn the Regular Meeting. Alternate Board Member Nigg made a motion.



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 200
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

July 10, 2025

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

LMR NETWORK OPERATION STATUS AND ISSUES

The purpose of this discussion item is to update your Board on the LMR Network operation status and issues that may be impacting LA-RICS and/or end users.

TP:mbc

AGENDA ITEM E



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SCOTT EDSON
EXECUTIVE DIRECTOR

July 10, 2025

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

The purpose of this discussion item is to update your Board on the status of outreach activities pertaining to the LA-RICS Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

MUNICIPALITY	MEETING DATE
Tabletop Exercise with South bay Police Agencies	June 4, 2025
LA-RICS Board of Directors Meeting	June 5, 2025
Motorola Trunked User Group Meeting	June 5, 2025
LA-RICS Joint Operations and Technical Committee Meeting	June 17, 2025
Regional Interoperability Working Group	June 18, 2025
CHP and LA-RICS	June 19, 2025
MTA Radio System	June 25, 2025
LAPD Meeting	June 26, 2025
Mobile Radio RFI Conference	June 30, 2025

The Executive Director attended several association meetings related to technology, communications, and public safety.

AGENDA ITEM F

During the month of June, Authority staff continued with all Subscriber and Affiliate outreach efforts while also assisting with several other projects. June was a busy month with many events occurring in Los Angeles County. Authority staff assisted with communications coordination as many outside agencies responded to Los Angeles to assist with protests and civil unrest. Once again, we are happy to report that the system performed very well with the increased volume during these events. In addition, we are also pleased with the system's performance during the Club World Cup events during this period.

We are still working with members of the Interagency Communications Interoperability system (ICI) regarding our affiliate radio ID efforts and the programming of the regional (ISSI) interoperability talk-groups. The progress of this effort continues to be slow but steady.

On June 4, 2025, Authority Staff participated in a tabletop exercise with South Bay agencies that was hosted by the Torrance Police Department. The exercise was well attended and provided a great opportunity for collaboration between agencies. On June 5, 2025, Ted Pao and I attended the Motorola Solutions Inc., (MSI) Trunked User Group meeting held at the Glendale Police Department. The meeting featured Mr. Scott Wright, a systems manager and subject matter expert from the state of Connecticut. The meeting was very informative and highlighted the reasons that specific radio information is needed for system ID sharing connections.

Authority staff continued our coordination with the Los Angeles Police Department (LAPD) and MSI to establish communications between LAPD and LA-RICS agencies. Our interoperability efforts are moving forward. Authority staff met with managers from the California Highway Patrol (CHP) during the month of June. The meetings were productive, and we hope to have more to report in the coming months. We are continuing to monitor the progress of the World Cup Emergency Communications planning group. There was nothing new to report this month.

We are actively working with the Palos Verdes Estates Police Department, and we expect them to transition to the LA-RICS system in the very near future. Authority staff has received many favorable comments for our technical support leading up to the transition.

Authority staff have continued close contact with our State and Federal partners to ensure interoperability during major events and to further collaborate on regional safety communication.

RJW:mbc



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SCOTT EDSON
EXECUTIVE DIRECTOR

July 10, 2025

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

The purpose of this discussion item is to notify the Board that at the August 7, 2025, Board Meeting, an item will be calendared to allow the Board to elect a Chairperson and Vice-Chairperson from among the Directors. The Joint Power Authority (JPA) Agreement provides that, at each FY, the Board shall elect a Chairperson and Vice-Chairperson, from the other Board Members.

MBC



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<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

July 10, 2025

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

Dear Directors:

APPROVE COST RECOVERY RADIO PROGRAMMING HOLD HARMLESS AGREEMENT FOR USE BETWEEN THE AUTHORITY AND ITS MEMBER AGENCIES, SUBSCRIBERS, AND AFFILIATES

SUBJECT

Board approval is requested to authorize the Executive Director to execute Cost Recovery Radio Programming and Hold Harmless Agreements (Enclosure 1) between the Authority and its member agencies, subscribers, and affiliates (collectively, "User(s)"), to allow the Authority to recover costs associated with the programming, diagnosing, troubleshooting, and/or repairing of Authority provided loaned radios (on behalf of the User) as well as on User's public safety radio(s) and/or radio accessories (Service). The Hold Harmless Agreement ensures that Users understand that since the Services are being provided on a cost-recovery basis, the Authority's extent of liability is limited. Board approval is also requested to update Policy No. 016-2016, LA-RICS Radio Service Guidelines/Hold Harmless Agreements (Enclosure 2) to reflect inclusion of the cost-recovery component

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve the Cost Recovery Radio Programming and Hold Harmless Agreement (Enclosure 1) for use by the Authority, in a substantially similar form to the enclosed.
2. Approve the Revised LA-RICS Radio Service Guidelines/Hold Harmless Agreements Policy No. 016-2016 (Enclosure 2) to reflect inclusion of the cost-recovery component, as reflected in the enclosed.

AGENDA ITEM H

3. Delegate authority to the Executive Director to execute Cost Recovery Radio Programming and Hold Harmless Agreements with Users who may be interested in such Services with the Authority.
4. Delegate authority to the Executive Director to approve and execute amendments to the Cost Recovery Radio Programming and Hold Harmless Agreements, provided they are approved as to form by counsel to the Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions will update the policy to allow for cost recovery for these types of services, and authorize the Authority to enter into Cost Recovery Radio Programming and Hold Harmless Agreements with Users to allow the Authority to perform Services on Authority provided loaned radios (on behalf of the User) as well as on the Users' public safety radios and accessories consisting of portable radios, mobile radios, base station radios, as may be needed.

In previous actions, your Board authorized certain gratis services to assist with the use of Authority-purchased radios distributed to several agencies interested in "testing" the LA-RICS System. It became apparent that certain member agencies were not able to utilize the radios due to costs associated with the programming of channels on the radios. While the Authority was able to provide the radios to its member agencies on a gratis basis, the costs of programming on occasion prohibited member agencies from accepting the radios.

In an effort to assist its member agencies, the Authority obtained your Board's approval to provide the Services to its member agencies on a gratis basis to continue the distribution of radios as well as introduce member agency users to the LA-RICS System. However, with an anticipated increase in Users needing these services, the Authority is no longer able to provide these on a gratis basis and thus requests your Board's approval to a revised Agreement and Policy that reflect cost-recovery for these Services.

The Cost Recovery Radio Programming and Hold Harmless Agreement ensures that Users understand the Authority's hold harmless requirements and limited liability in performing such Services as well as provide an agreement for execution between the Authority and the User to recover costs associated with these Services.

FISCAL IMPACT/FINANCING

Currently, there is no fiscal impact as the Authority would be recovering costs for Services provided from the effective date of each Agreement on. Currently, services would be provided by existing Authority staff and/or consultants and will return to your Board if Service demand requires additional resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING PROCESS

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will have authority to execute and amend, if necessary, Cost Recovery Radio Programming and Hold Harmless Agreements, substantially similar in form to the enclosed.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosures

c: Counsel to the Authority

COST RECOVERY RADIO PROGRAMMING AND HOLD HARMLESS AGREEMENT

This Cost Recovery Radio Programming and Hold Harmless Agreement ("Agreement") entered into this _____ day of _____, 2025, between _____ (hereinafter referred to as "User") and the Los Angeles Regional Interoperable Communications System Authority (hereinafter referred to as "LA-RICS" or the "Authority").

RECITALS

WHEREAS, the LA-RICS Land Mobile Radio System ("LMR System") is a countywide trunked and conventional radio system designed to provide local, state, and federal public-safety first-responders the ability to seamlessly communicate intra-agency and inter-agency across the Los Angeles County region.

WHEREAS, the User is a Member Agency, Subscriber, or Affiliate of LA-RICS.

WHEREAS, User desires access to the LMR System by way of User's own and/or loaned approved radios, radio accessories, or other broadband devices capable of push-to-talk (PTT) application onto the LMR network.

WHEREAS, the User is requesting the Authority and its staff, who may be on loan from the County of Los Angeles, or may be a consultant/contractor to the Authority (collectively, "Authority Staff") to program, diagnose, troubleshoot, and/or repair (hereinafter referred to as "Services") the User's own and/or loaned public safety radio(s) and/or radio accessories to access the LMR System.

WHEREAS, the Authority is willing to perform the Services via Authority Staff as requested by the User for the rates/fees set forth in Exhibit C (LA-RICS Schedule of Fees) to this Agreement.

WHEREAS, in exchange for valuable consideration, the User shall hold harmless the Authority and its Member Agencies, including the County of Los Angeles, from any claims and/or litigation arising out of the Authority's performance of Services rendered.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, User and Authority hereby agree as follows:

1. INCORPORATION OF RECITALS

The Recitals contained herein are contractual in nature and are not merely recitals, and are incorporated as terms of this Agreement.

2. SCOPE OF WORK

- 2.1 During the term of this Agreement, User may deliver to the Authority it's radios and accessories consisting of portable radios, mobile radios, base station radios, and push-to-talk devices (collectively "User Radio(s)"), for programming, diagnosis, troubleshooting, and/or repair ("Service") in order to access the LMR System.
- 2.2 The Authority has the right, in its sole discretion, to determine what User Radio(s) will be accepted for Service, which may include programming, troubleshooting, and/or repair by the Authority.

3. CONDITION(S) OF USE

- 3.1 Exhibit A (User's Radio Equipment List) shall identify all the User Radio(s) and/or Radio Accessories that the User and Authority agree to have the Authority perform Service on.
- 3.2 Exhibit B (LA-RICS Request for Equipment Service Form) shall be completed by User prior to Authority Staff providing service on the User's Radios.
- 3.3 In any case where a User discovers that its User Radio is not working properly after being serviced by Authority Staff; such User Radio shall be immediately removed from service and tagged for repair.
- 3.4 If the User finds its User Radio is not functioning properly after being serviced by Authority Staff, the User can return the User Radio to the Authority for additional diagnosis and, if necessary and as determined by the Authority, supplementary repair and programming by Authority Staff.

4. CONSIDERATION

- 4.1 The Services granted under this Agreement shall be rendered by the Authority through Authority Staff to the User in exchange for the applicable rates/fees pursuant to Exhibit C (LA-RICS Schedule of Fees).
- 4.2 The fees/rates set forth in Exhibit C (LA-RICS Schedule of Fees) shall be readjusted by the County of Los Angeles Auditor-Controller (Auditor-Controller) annually effective July 1st of each year. User will be charged accordingly based on the most recently published fees/rates set forth by the Auditor-Controller at the time the Services are rendered.
- 4.3 User will be billed by the Authority in arrears upon completion of the Authority Staff rendering Services. User shall schedule the payment of invoices to Authority no later than thirty (30) days after receipt of said

invoice. If errors are found in the invoice, or User disputes the invoice charges or Services rendered, User shall immediately notify Authority in writing. Partial payment of an invoice without Authority's approval is prohibited.

4.4 The Executive Director has the ability, in his sole discretion, to waive fees associated with these Services in an effort to promote public safety communications.

4.5 For inquiries related to billing, invoicing, and payments, please contact the following:

Los Angeles Regional Interoperable Communications System (LA-RICS)
Ms. Gina Samy, Fiscal Section Manager
Office: (323) 881-8255
Email: Gina.Samy@la-rics.org
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

5. AUTHORITY EQUIPMENT ADMINISTRATOR

5.1 Authority Equipment Administrator:

Los Angeles County Sheriff's Department
LA-RICS Project Team
Lt. Robert Weber
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Email: rjweber@lasd.org
Phone: 323-376-5154

Los Angeles County Sheriff's Department
LA-RICS Project Team
Ted Pao
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Email: tpao@lasd.org
Phone: 323-881-8028

5.2 Authority Equipment Administrator Designee:

Los Angeles County Sheriff's Department
LA-RICS Project Team
Sergeant Alvaro Sierra
2525 Corporate Place, Suite 200

Monterey Park, CA 91754
Email: asierra@lasd.org
Phone: 323-881-8175
Cell: 323-537-3179

5.3 User Equipment Administrator:

Agency Name
Title/Name
Agency Address
Email
Phone Number

5.4 User Equipment Administrator Designee:

Agency Name
Title/Name
Agency Address
Email
Phone Number

6. DISCLAIMERS

User accepts the Services "as-is", and assumes all risks and resulting liabilities, both known or unknown to User, arising from or connected with the Services, or as it relates to any obligations, terms or conditions in this Agreement.

Authority and its member agencies, disclaims any and all express and implied warranties or guarantees, for the Services provided by this Agreement. The Authority and its member agencies, expressly disclaims and will not be liable to the User, and User holds harmless the Authority and its member agencies, for any and all losses or liabilities resulting from use of the Services or arising from or related to any obligations, terms or conditions in this Agreement, and User hereby waives all claims and recourse against the Authority and its member agencies, except from claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the Authority, its member agencies, its directors, officers, contractors, subcontractors, staff and agents. To the extent there is any liability, it will be limited to the cost of total Services paid by Authority to User.

7. INDEPENDENT STATUS

This Agreement is between User and Authority and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between User and Authority.

8. ASSIGNMENT

This Agreement is personal to Authority and the User, and, in the event the User or Authority shall attempt to assign or transfer the same in whole or in part, all rights hereunder shall immediately terminate.

9. DEFAULT

Parties agree that if either party defaults on any of the terms or conditions herein contained, the non-defaulting party may forthwith revoke and terminate this Agreement.

10. WAIVER

10.1 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and Agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or Agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or Agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

10.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

11. INTERPRETATION

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

12. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

14. AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of the Authority and User.

15. FACSIMILE REPRESENTATIONS

The User and the Authority hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement and/or amendments to the Agreement, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Agreements and/or any amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

16. ENTIRE AGREEMENT

This Agreement, Exhibit A (User's Radio Equipment List), Exhibit B (LA-RICS Request for Equipment Service Form), Exhibit C (LA-RICS Schedule of Fees), and any executed Amendments, between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the User and the Authority.

(Signature Page – following page)

IN WITNESS WHEREOF, Authority has executed this Agreement or caused it to be duly executed, and User, by Order of its authorizing body, has caused this Agreement to be executed on its behalf by its duly authorized representatives, on the dates written below.

(USER AGENCY)

(Authorized Official)

Date

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

Executive Director, Scott Edson

Date

USER'S RADIO EQUIPMENT LIST

Type of Equipment (Ex: Radio, Battery, Battery Charger, etc)	Make / Model	Serial Number	Issue(s) (Ex: Diagnose problem, Repair, Program, etc.)	Comments

This form will need to be completed by both the User prior to the Authority/County providing service on the User's Radios.

Date:	
User's Agency/Company Name:	
User's Agency/Company Contact Person (POC):	
User's POC Phone Number:	User's POC Email Address:
User's Agency/Company Backup POC:	
User's Backup POC Phone Number:	User's Backup POC Email Address:
Description of User's Equipment to be serviced by the Authority and/or County (model/type, quantity, identifying serial/asset numbers, problem with Radio(s), Condition of Radio prior to Service, etc):	
User's Desired Equipment Pick Up Date: Time:	
Who will pick User's Equipment up from Authority/County:	
FOR LA-RICS USE ONLY	
Work Order (W/O) Number:	
W/O Created By:	Date:
Scheduled Date and Time of Equipment Pick Up:	
Comments:	

LA-RICS SCHEDULE OF FEES

Radio Programming Services	
Public Safety Portable – Law Tier	
Codeplug development with up to twelve 16 channel zones, encryption keyloading (optional) and 1 radio	\$910.00
Additional radio programing	\$35.00 / each
Firmware update	\$35.00 / each
Aeroflex autotune	\$35.00 / each
Travel fees (Round-trip)	\$140.00
Radio repair assessment fee	\$70.00/hour
Annual PM	\$35.00
Annual PM if FW is required	\$70.00
Warranty submission w/tracking	\$35.00
Flat rate depot repair, depot fee plus	\$35
Public Safety Mobile – Law Tier	
Codeplug development with up to twelve 16 channel zones, encryption keyloading (optional) and 1 radio	\$1,050.00
Additional radio programing	\$55.00 / each
Firmware update	\$55.00 / each
Aeroflex autotune	\$35.00 / each
Travel fees (Round-trip)	\$140.00
Radio repair assessment fee	\$70.00/hour
Annual PM	\$35.00
Annual PM if FW is required	\$70.00
Warranty submission w/tracking	\$35.00
Flat rate depot repair, depot fee plus	\$35.00
Other services not listed (hourly rate time and material)	\$70.00/hour



LA-RICS POLICIES

POLICY TITLE		POLICY NO.
LA-RICS Cost Recovery Radio Service Guidelines/Hold Harmless Agreements		016-2016
APPROVED BY	EFFECTIVE DATE	DATE LAST REVISED
LA-RICS JPA Board of Directors	05/05/16	Proposed Revision July 10, 2025

1.0 PURPOSE

To establish guidelines, in the way of a Cost Recovery Radio Programming and Hold Harmless Agreement, to enable the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) to program, diagnose, troubleshoot, and/or repair (Service) Authority provided loaned radios as well as a radio and/or radio accessories owned by the Authority's member agencies, subscribers, and affiliates (collectively, "Users") and recover costs associated with these Services.

2.0 DEFINITION

"User" is defined as the Authority's member agencies, subscribers, and affiliates. "Service" is defined as the programming, diagnosing, troubleshooting, and/or repairing of Authority provided loaned radios as well as a radio and/or radio accessories owned by Users.

3.0 POLICY

Pursuant to the Cost Recovery Radio Programming and Hold Harmless Agreement (Enclosure 1), which may be amended from time to time, the Authority is authorized to enter into Cost Recovery Radio Programming and Hold Harmless Agreements with Users to enable Authority personnel to program, diagnose, troubleshoot, and/or repair User's own or loaned public safety radio(s) and/or radio accessories and recover costs associated with those Services.

When Users enlist the assistance of LA-RICS to provide the Service User's own or loaned public safety radio(s) and/or radio accessories execution of the Cost Recovery Radio Programming and Hold Harmless Agreement (Enclosure 1) is required. Execution of the Cost Recovery and Radio Programming and Hold Harmless Agreements ensures that Users understand that (1) the Authority shall maintain a limited liability when performing Service as well as (2) the cost associated with those Services.

POLICY TITLE	POLICY NO.
LA-RICS Radio Service Guidelines	016-2016

For a detailed listing of all the provisions related to this policy, please refer to the Cost Recovery Radio Programming and Hold Harmless Agreement (Enclosure 1) in its entirety.

4.0 **EXPECTATIONS**

Upon execution of the Cost Recovery Radio Programming and Hold Harmless Agreement, Service and corresponding payment is expected to be carried out in accordance with the Agreement and its price exhibit. .

References:

- May 5, 2016 – LA-RICS JPA Board of Directors Action (Agenda Item F)
 - Approval of the Hold Harmless Agreement.
- July 10, 2025 – LA-RICS JPA Board of Directors Action (Agenda Item H)
 - Approval of the Cost Recovery Radio Programming and Hold Harmless Agreement



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

July 10, 2025

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

Dear Directors:

ACCEPT 2024 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS

SUBJECT

Board approval is requested to accept the LA-RICS Project's allocation of the 2024 Urban Areas Security Initiative (UASI) funds.

RECOMMENDED ACTION

It is recommended that your Board:

1. Accept \$3,400,000 in grant funds from the Fiscal Year 2024 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2024 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board's acceptance of grant funds and authorization of the Executive Director to execute the Sub-recipient Agreement will allow the Authority to request reimbursement for approved project expenditures. Project expenditures for the UASI '24 grants include Land Mobile Radio Systems Connection and Roaming costs to improve regional

operability, as well as a portion of the Land Mobile Radio's Operations & Maintenance (O&M) costs.

FISCAL IMPACT/FINANCING

This grant is fully funded by the Department of Homeland Security through Cal OES.

There is no matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING PROCESS

The recommended actions will authorize the Executive Director to execute the Sub-Recipient Agreement with the City of Los Angeles as well as any amendments such as extension in the performance period that do not result in a fiscal impact.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority

SUBAWARD AGREEMENT

Subrecipient: Los Angeles Regional Interoperable Communications System
Authority (LA-RICS)

Title: FY 2024 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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EXHIBITS

Exhibit A	DHS Standard Conditions
Exhibit B	2024 Standard Assurances for all Cal OES Federal Grant Programs
Exhibit C	Financial Management Forms Workbook
Exhibit D	Modification Request and Reimbursement Request Forms
Exhibit E	CalOES Forms
Exhibit F	Grants Management Assessment Form

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATION'S SYSTEM
AUTHORITY (LA-RICS)

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and Los Angeles Regional Interoperable Communications System Authority (LA-RICS), a joint powers authority created under the laws of California (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2024 Urban Area Security Initiative Grant Program, FAIN #EMW-2024-SS-05088, CFDA #97.067, Federal Award Date September 1, 2024. This is not a "Research & Development" award as defined in 2 CFR §200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of \$49,119,978.00.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount: **\$3,400,000.00**

Subaward Period of Performance ("Term"): **September 1, 2024
to May 31, 2027**

Match Requirement: **None**

Subrecipient Identifier: 962696089

Indirect Cost Rate for Subaward: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Robert Clark, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: robert.clark@lacity.org

Party:	Los Angeles Regional Interoperable Communications System Authority (LA- RICS)
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Authorized Representative:	Scott Edson
Authorized Department:	Los Angeles Regional Interoperable Communications System Authority (LA- RICS)

Address, Phone, Fax, E-mail:	2525 Corporate Place, Suite 100, Monterey Park, CA 91754 Email: Scott.Edson@la-rics.org;
------------------------------	--

Copy to:	Ronald Watson Ronald.Watson@la-rics.org
----------	--

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 24-0975, 3/5/2025).

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
- b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- c. That the official executing this Agreement is authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2024 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2024 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2024 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2024 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**), (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward (**Exhibit C**).

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"), which is pending approval by CalOES (the "Budget") and is attached hereto as **Exhibit C**. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

(attached hereto as **Exhibit D**), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline (“Project Timeline”) setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient’s projects under the Subaward. Such forms, which are collectively attached hereto as **Exhibit E**, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Environmental and Historical Preservation (“EHP”) request form, and (4) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES **prior** to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.
- E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.
- F. Any “equipment” (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with

representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit D) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than One Hundred Twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.
- I. Subrecipient shall comply with all federal, state, and local laws and regulations for vaccine requirements. Each Subrecipient shall comply with their own policies and mandates for Covid-19 vaccine requirements.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of

federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending

those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.b. above; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, et seq.; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in

accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.
- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.

- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.
- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall comply with the *Conflict of Interest* section, which requires Subrecipient to establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing E.O. 13224*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.
- W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 24 Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;
2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, canceled checks or other proof of payment, and copies of related contracts (See §2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
3. The professional services agreement between Motorola and LA-RICS for the LMR System may not be used to purchase subscriber equipment unless meeting one of four federal exceptions to necessitate noncompetitive procurement;
4. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

X. Subrecipient shall comply with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (NDAA) (Pub.L. No. 115-232) and 2 C.F.R. Section 200.216, 200.471, and Appendix II to 2 C.F.R. Part 200. which prohibit Subrecipient (including their subcontractors) from using federal funds, including FEMA awards, under open or new awards for the telecommunications equipment or services listed in Section 889(f)(2)-(3) of the NDAA.

Y. Subrecipient shall comply with the Build America, Buy America Act (BABAA) enacted as part of the Infrastructure Investment and Jobs Act § 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005 ensuring “the future is made in all of America by all of America’s Workers.” This provision requires that “all of the iron, steel, manufactured products, and construction materials” used in the project are produced in the United States.

Z. Subrecipients shall ensure and maintain the adoption and implementation of the National Incident Management System (NIMS) to prevent, protect against, mitigate, respond to and recover from incidents.

UASI 23 Subaward Agreement 13

AA. Subrecipient shall comply with the National Cybersecurity Review (NCSR) assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies’ cybersecurity programs. Additional information may be found in IB 439 and 429a

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the

“Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City’s bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
- D. Financial Management and Internal Controls
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.
Subrecipient shall complete and submit an annual Grants Management Assessment Form to the City (Exhibit G) to evaluate risk and determine grant funding eligibility.
- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.
- G. Subrecipients may consider the use of this funding to assist their jurisdiction’s alignment with the State of California Alert and Warning

Guidelines.

H. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

I. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §§200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.

2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.
9. Threat Hazard Identification and Risk Assessment requirement is to be submitted every three years also an annual capability assessment will still be required.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

J. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment

and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

K. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

L. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

M. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined

in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

N. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

1. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.
2. In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.
3. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the

Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-one (21) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney By: _____ Barak Vaughn, Deputy City Attorney Date: _____</p>	<p>For: THE CITY OF LOS ANGELES KAREN BASS, Mayor</p> <p>By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.</p> <p>By: _____</p>
<p>ATTEST: PETTY F. SANTOS, Interim City Clerk By: _____ Deputy City Clerk Date: _____</p>	<p>Karen Bass, Mayor</p> <p>Date: _____</p>
<p>APPROVED AS TO FORM: By: _____ [Attorney] Truc L. Moore Date: _____</p>	<p>For: Los Angeles Regional Interoperable Communications System Authority (LA-RICS), a joint powers authority</p> <p>By: _____ Scott Edson, LA-RICS Executive Director</p>
<p>ATTEST: By: _____ Ronald Watson, LA-RICS Deputy Executive Director Date: _____</p>	<p>Date: _____</p> <p>[SEAL]</p>

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: C.F. #24-0975; Date of Approval: 3/5/25
City Contract Number: _____



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

July 10, 2025

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

Dear Directors:

APPROVE A SOLE SOURCE AGREEMENT WITH SAN LUIS AVIATION INC., DBA SLA CORP FOR ESCHAT PUSH-TO-TALK (PTT) FUNCTIONALITY FOR USE OVER THE LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to delegate authority to the Executive Director to enter into a sole-source agreement with San Luis Aviation, Inc., dba SLA Corp (SLA Corp) for ESChat Push-to-Talk (PTT) functionality for use on the Land Mobile Radio (LMR) System. The term of the Agreement will be for three (3) years from the Effective Date with an annual not-to-exceed Contract Sum of \$53,513 and a one-time setup cost of \$4,830 for a total first year cost of \$58,343.

RECOMMENDED ACTION

1. Approve an Agreement between San Luis Aviation, Inc., dba SLA Corp and the Authority, similar in form to the enclosed **(Enclosure)**, to allow San Luis Aviation, Inc., dba SLA Corp (SLA Corp) to provide ESChat PTT functionality for use on the LMR System by LA-RICS Subscribers. The Agreement for ESChat PTT services is for three (3) years with five (5) additional one (1) year extension options for a maximum total Contract term of up to eight (8) years. The annual not-to-exceed Contract Sum is \$53,513 with a one-time setup cost of \$4,830.
2. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement in substantially similar form to the enclosed Agreement **(Enclosure)**.
3. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, including but not limited to, exercising option years, provided any such amendments are approved as to form by Counsel to the Authority.

BACKGROUND

One of the Authority's continuous goals is to enhance interoperable communications. One way to meet this goal is to increase telecommunication interoperability by linking disparate communication infrastructures such as LTE/broadband and LMR networks. In pursuit of furthering interoperability, the Authority's Operations and Technical leads, along with their teams, have explored various offerings from outside entities. San Luis Aviation, Inc. dba SLA Corp presented to the Authority, ESChat, a carrier-agnostic commercial grade IP based PTT system, which provides voice privacy and seamless communication between users on different wireless carriers over LMR networks similar to that of the LMR System. In short, ESChat PTT functionality can allow ESChat Users to communicate with the LMR System from broadband devices such as smartphones, tablets, IoT devices to radios.

Additional ESChat benefits are as follows:

- ✓ ESChat has been deployed by numerous law enforcement agencies nationwide, which include, but not limited to, the Department of Justice (DOJ), Drug Enforcement Administration (DEA), as well as by all branches of the United States Military and numerous federal, state, and local public safety agencies across the nation.
- ✓ ESChat Users will have the unique ability to communicate with various other ESChat Users irrespective of cell carrier or LMR radio systems/networks.
- ✓ The ESChat software will increase interoperable communications in the region as well as outside the LA-RICS coverage footprint by allowing LTE devices outside the LA-RICS network to communicate with an LMR radio inside our footprint (e.g. a detective working outside the coverage area can still communicate with team members).
- ✓ Communicating on the LMR System with existing LTE devices reduces the need for LA-RICS Subscribers to purchase portable and/or mobile radios, thus, resulting in a cost savings for these entities.

Moreover, ESChat complies with various statutory, regulatory, and federal programmatic requirements as follows:

- ✓ Supports End-to-End Voice Encryption between broadband devices, Consoles, and P25 devices over LMR networks.
- ✓ Criminal Justice Information Services (CJIS) compliant.
- ✓ FirstNet certified.
- ✓ Federal Risk and Authorization Management Program (FedRAMP) compliant.

It is for these reasons the Authority is seeking your Board's approval to authorize the Executive Director to execute a sole source agreement with SLA Corp to further enhance

the LMR System's capabilities by incorporating ESChat PTT functionality for use by up to 750 LA-RICS Subscribers on the LMR System.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Agreement with San Luis Aviation, Inc., dba SLA Corp to provide up to 750 LA-RICS Subscribers with ESChat PTT functionality to communicate with the LMR System from broadband devices such as smartphones, tablets, IoT devices to radios.

CONTRACTING PROCESS

As the Authority has adopted the County of Los Angeles' procurement mode, pursuant to the Board of Supervisors Board Policy No. 5.100 (Sole Source Contracts and Amendments), on February 1, 2024, the Authority notified your Board of the Executive Director's intent to enter into negotiations for a sole source agreement with SLA Corp for ESChat PTT functionality for use on the LMR System. What is before your Board for consideration is the result of successful negotiations with SLA Corp.

FISCAL IMPACT/FINANCING

The annual not-to-exceed Contract Sum provides service for up to 750 LA-RICS Subscribers totaling \$53,513 as well as a one-time setup cost of \$4,830, for a total first year cost of \$58,343. If approved by your Board, the annual contract amount will be funded by Urban Area Securities Initiative (UASI) 2023 grant and included in your Adopted Budget for FY 2025-26.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions and approves as to form.

CONCLUSION

Upon your Board's approval of the recommended action, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority



CONTRACT NO. LA-RICS 026

BY AND BETWEEN

**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM (LA-RICS)**

AND

**SAN LUIS AVIATION, INC.,
dba SLA CORPORATION,
dba ESCHAT**

FOR

CONSULTING SERVICES (ESCHAT)

AGENDA ITEM J - ENCLOSURE

CONTRACT FOR CONSULTANT SERVICES (ESCHAT)

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- EXHIBIT A** Statement of Work
- EXHIBIT B** Pricing Schedule
- EXHIBIT C** Consultant's ESChat Software as-a Service (SaaS) Agreement
- EXHIBIT D** Information Security and Privacy Requirements
- EXHIBIT E** Grant Funding Requirements
- EXHIBIT F** Safely Surrendered Baby Law

**CONTRACT BETWEEN
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
(LA-RICS) AUTHORITY (AUTHORITY)**

AND

**SAN LUIS AVIATION, INC.,
dba SLA CORPORATION,
dba ESCHAT**

FOR

CONSULTING SERVICES (ESCHAT)

This Contract and Exhibits made and entered into this ____ day of _____, 2025, is entered into by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (hereafter "Authority") and San Luis Aviation, Inc, dba SLA Corporation, dba ESChat (hereafter referred to as "Contractor" or "Consultant"), to provide Authority with consulting services.

RECITALS

WHEREAS, Consultant desires to provide, and Authority desires to acquire from Consultant, services as a consultant.

WHEREAS, Consultant is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering this services Consultant shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in Consultant's profession acting under similar circumstances.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the Authority and Consultant agree to the following:

1. APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, and F are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Exhibits:

- 1.1 **EXHIBIT A** Statement of Work
- 1.2 **EXHIBIT B** Pricing Schedule

- 1.3 **EXHIBIT C** Consultant's ESChat Software as-a Service (SaaS) Agreement
- 1.4 **EXHIBIT D** Information Security and Privacy Requirements
- 1.5 **EXHIBIT E** Grant Funding Requirements
- 1.6 **EXHIBIT F** Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 under Paragraph 8 (Amendments) and signed by both parties.

2. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 "Agreement or Contract" shall mean a contract executed between Authority and Consultant. It sets forth the terms and conditions for the issuance and performance of the Exhibit A (Statement of Work).
- 2.2 "Board of Directors" means the LA-RICS Authority Joint Powers Authority Board of Directors.
- 2.3 "Contractor" or "Consultant" shall mean the sole proprietor, partnership, or corporation that has entered into a contract with the Authority to perform or execute the work covered by the Exhibit A (Statement of Work).
- 2.4 "County" means the County of Los Angeles, California.
- 2.5 "Day(s)" shall mean calendar day(s) unless otherwise specified.
- 2.6 "Executive Director" means the Executive Director of the Authority or his or her authorized representative.
- 2.7 "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 "LA-RICS Authority or Authority" means the Los Angeles Regional Interoperable Communications System Authority, which is a California Joint Powers Authority established under California Government Code Section 6500, et. seq. consisting of representatives from cities, municipalities, the County of Los Angeles and other public agencies in the Los Angeles region.

3. WORK

- 3.1 Pursuant to the provisions of this Contract, the Consultant shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein Exhibit A (Statement of Work).
- 3.2 If the Consultant provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Consultant, and the Consultant shall have no claim whatsoever against the Authority.

4. TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of three (3) years and shall commence upon the date of execution by the Authority and Consultant (Effective Date). The term shall be subject to Authority's right to terminate earlier for convenience, non-appropriation of funds, default of Consultant, substandard performance of Consultant, non-responsibility of Consultant, improper consideration given/offered to Authority with respect to the award of this Contract, and otherwise breach of the terms of this Contract.
- 4.2 The Authority will have the sole option to extend this Contract term for up to five (5) additional one (1) year extension options, for a maximum total Contract term of eight (8) years. Each such option will be exercised at the sole discretion of the Authority's Executive Director or his or her designee as authorized by the Board of Directors. The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future Authority contract or extension option.

5. CONTRACT SUM

5.1 Total Contract Sum

The Maximum Amount of this Contract is set forth in Exhibit B (Pricing Schedule), with the Software Licensing Fees based on the number of Authority Subscribers in accordance with Exhibit C (Consultant's ESChat SAAS Agreement) for the term of this Contract as set forth Paragraph 4 (Term of Contract), above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the Consultant.

5.2 Written Approval for Reimbursement

The Consultant shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder,

except as specified herein. Assumption or takeover of any of the Consultant's duties, responsibilities, or obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Authority's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Consultant shall maintain a system of record keeping that will allow the Consultant to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Consultant shall send written notification to the Authority's Project Manager at the address herein provided in Paragraph 40 (Notices).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

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

5.5 Invoices and Payments

5.5.1 The Consultant shall invoice the Authority only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) pursuant to the Software Licensing Fees set forth in Exhibit B (Pricing Schedule) based on the number of Authority Subscribers in accordance with Exhibit B (Pricing Schedule) and Exhibit C (Consultant's ESChat SAAS Agreement), and elsewhere hereunder. The Consultant shall prepare invoices, which shall include the charges owed to the Consultant. Payment to Consultant shall be in arrears and based upon the approval and acceptance of services/deliverables as set forth in Exhibit A (Statement of Work) as well as in accordance with the Subscriber count programmed on the ESChat Customer Portal, not to exceed the amounts reflected in Exhibit B (Pricing Schedule) based on the number of Authority Subscribers in accordance with Exhibit C (Consultant's ESChat SAAS Agreement) and the ESChat Customer Portal, provided that Consultant is not in default under any provision of this Contract and has submitted a complete and

accurate statement of payment due. Authority acceptance of services/deliverables shall not be unreasonably withheld. Consultant's fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of the Consultant.

- 5.5.2 The Consultant's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) based on the number of Authority Subscribers in accordance with Exhibit C (Consultant's ESChat SAAS Agreement).
- 5.5.3 The Consultant's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Consultant shall submit the monthly invoices to the Authority by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

LA-RICS Authority
Attention: Fiscal
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

- 5.5.6 All invoices submitted by the Consultant for payment must have the written approval of the Authority Project Manager prior to any payment thereof. In no event shall the Authority be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 The Authority, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the Authority shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.6.2 The Consultant shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C

determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.6.4 At any time during the duration of the agreement/contract, a Consultant may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6. ADMINISTRATION OF CONTRACT – AUTHORITY

6.1 Authority Project Manager

The Authority's Project Manager shall be responsible for monitoring and evaluating Consultant's performance in the daily operation of the Contract and provide direction to Consultant in the areas relating to policy, procedures and other matters within the purview of this Contract. The Authority Project Manager for this Contract shall be **Ted Pao**, or his designee. All work performed under this Contract shall be subject to the approval of the Authority Project Manager or designee.

7. ADMINISTRATION OF CONTRACT – CONSULTANT

7.1 Consultant Project Manager

7.1.1 The Consultant's Project Manager shall be responsible for the Consultant's day-to-day activities as related to this Contract and shall coordinate with Authority Project Manager on a regular basis. The Consultant Project Manager for this Contract shall be **Josh Lober**.

7.1.2 The Consultant shall notify the Authority in writing of any change in the name or address of the Consultant Project Manager.

7.2 Approval of Consultant's Staff

Consultant shall provide qualified personnel to perform work and provide "work products" (deliverables) as indicated in the Agreement. The Authority

has the absolute right to approve or disapprove all of the Consultant's staff performing work hereunder and any proposed changes in the Consultant's staff, including, but not limited to, the Consultant Project Manager.

7.3 Background and Security Investigations

- 7.3.1 At any time prior to or during term of this Contract, the Authority may require that all Consultant's staff performing work under this Contract undergo and pass, to the satisfaction of Authority, a background investigation, as a condition of beginning and continuing to work under this Contract. Authority shall use its discretion in determining the method of background clearance to be used, up to and including an Authority performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Consultant, regardless if the Consultant's staff passes or fails the background clearance investigation.
- 7.3.2 Authority may request that the Consultant's staff be immediately removed from working on the Authority Contract at any time during the term of this Contract. Authority will not provide to the Consultant nor to the Consultant's staff any information obtained through the Authority conducted background clearance.
- 7.3.3 Authority may immediately, at the sole discretion of the Authority, deny or terminate facility access to the Consultant's staff that do not pass such investigation(s) to the satisfaction of the Authority whose background or conduct is incompatible with County and Authority facility access.
- 7.3.4 Disqualification, if any, of the Consultant's staff, pursuant to this Subparagraph 7.3, shall not relieve the Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8. AMENDMENTS

- 8.1 Any amendment to this Contract, including as set forth in Paragraph 4 (Term of Contract), shall be at the mutual consent of the Authority and the Consultant and shall be executed by the Authority's Executive Director, approved by the Board of Directors, and approved as to form by Counsel to the Authority.
- 8.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the Authority Project Manager and Consultant Project Manager.

- 8.3 For any change affecting Consultant's project personnel, Consultant shall submit written notification and request to effect the change to the Authority Project Manager; the Authority Project Manager or designee may accept or reject Consultant's written notification and request.

9. ASSIGNMENTS AND DELEGATION/MERGERS OR ACQUISITIONS

- 9.1 The Consultant must notify the Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Consultant is restricted from legally notifying the Authority of pending acquisitions/mergers, the Consultant will notify the Authority of the actual acquisitions/mergers as soon as the law allows and provide to the Authority the legal framework that restricts it from notifying the Authority prior to the actual acquisitions/mergers.
- 9.2 The Consultant shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of Authority, which is in its sole discretion to grant or not. Any attempted assignment or delegation without such written consent shall be null and void. For purposes of this Subparagraph, Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Authority to any approved delegate or assignee on any claim under this Contract shall be deductible, at Authority's sole discretion, against the claims, which the Consultant may have against the Authority.
- 9.3 Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring an Amendment in accordance with all applicable provisions of this Contract, including the need for an Amendment.
- 9.4 Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, Authority shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

10. AUTHORIZATION WARRANTY

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

11. BUDGET REDUCTIONS

The Authority retains the right to renegotiate the terms, conditions and fees during the period of the Contract if such renegotiation is necessitated by budget shortfalls and reductions.

12. COMPLIANCE WITH APPLICABLE LAW

12.1 The Consultant shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

12.2 The Consultant shall indemnify and hold harmless the Authority, its member agencies, users of its LMR System, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Consultant or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Consultant certifies to the LA-RICS Authority:

1. That Consultant has a written policy statement prohibiting discrimination in all phases of employment.
2. That Consultant periodically conducts a self-analysis or utilization analysis of its work force.

3. That Consultant has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Consultant has a system for taking reasonable corrective action, to include establishment of goals or timetables.

14. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

14.1 Jury Service Program

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

14.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the Authority's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or Authority or a subcontract with a County or Authority Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or Authority contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Authority or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the Authority under the Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted

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

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the Authority if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Authority may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the Authority's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, Authority may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future Authority contracts for a period of time consistent with the seriousness of the breach.

15. CONFLICT OF INTEREST

- 15.1 No Authority employee whose position with the Authority enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Consultant or have any other direct or indirect financial interest in this Contract. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Authority's approval or ongoing evaluation of such work.
- 15.2 The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Authority. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Contract.

16. COMPLIANCE WITH FEDERAL GRANT FUNDING REQUIREMENTS

- 16.1 Availability of Funding. Consultant must comply with all applicable federal grant funding requirements set forth in Exhibit E (Grant Funding Requirements) to this Contract. Funding for all periods of this Contract is subject to the continuing availability of federal grants or other funds for the LA-RICS project. This Contract may be terminated for convenience in whole or in part upon a loss or reduction of grant funds or other applicable funding resources.
- 16.2 Consultant must comply with all requirements to the extent applicable to Contractor and necessary for the Authority, or any of its member agencies, to comply with and to qualify for funding resources and receive funds, including but not limited to those funds and resources identified in Exhibit E (Grant Funding Requirements) to this Contract, as such Exhibit may be updated or modified from time to time, for expenditures under this Contract. Without altering the foregoing responsibilities, the Authority may update or modify Exhibit E (Grant Funding Requirements) to this Contract if required to by law or the federal grantor, from time to time, by way of amendment(s). In the event any such change impacts the scope and/or cost of the Work, Consultant will be entitled to request an amendment to cover any approved cost increase.
- 16.3 Funding Disallowance. To the extent that funds are disallowed as a result of Consultants or its subcontractors' acts and/or omissions inconsistent with its obligations under this Contract, and to the extent not caused by a force majeure or the acts and/or omissions of the Authority, Consultant will remain responsible to the Authority for any and all deliverables and other work, but the Authority will have no payment obligation to the Consultant to the extent of such disallowed funds.

17. CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 Responsible Contractor

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

17.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that

the Contractor is not responsible, the Authority may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Authority contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the Authority.

17.3 Non-responsible Contractor

The Authority may debar a Contractor if the Board of Directors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the Authority or a nonprofit corporation created by the Authority, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the Authority, any other public entity, or a nonprofit corporation created by the Authority, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Authority or any other public entity.

17.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Authority will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of Authority Contractors.

18. CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County and Authority Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster, set forth in

Exhibit F, in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

19. CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 19.1 The Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County and the Authority through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County, Authority, and its taxpayers.
- 19.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

20. CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 20.1 Consultant acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 20.2 Unless Consultant qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

21. AUTHORITY'S QUALITY ASSURANCE PLAN

Authority or its agent will evaluate Consultant's performance under this Contract on not less than an annual basis. Such evaluation will include assessing

Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which the Authority determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by Authority and Consultant. If improvement does not occur consistent with the corrective action measures, Authority may terminate this Contract or impose other penalties as specified in this Contract.

22. DAMAGE TO AUTHORITY FACILITIES, BUILDINGS OR GROUNDS

- 22.1 The Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to Authority or its member agencies facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 22.2 If the Consultant fails to make timely repairs, Authority may make any necessary repairs. All costs incurred by Authority, as determined by Authority, for such repairs shall be repaid by the Consultant by cash payment upon demand.

23. EMPLOYMENT ELIGIBILITY VERIFICATION

- 23.1 The Consultant warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Consultant shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Consultant shall retain all such documentation for all covered employees for the period prescribed by law.
- 23.2 The Consultant shall indemnify, defend, and hold harmless, the Authority, its member agencies, directors, agents, appointed officers, employees, volunteers, trustees, site owners, site lessors and licensors from employer sanctions and any other liability which may be assessed against the Consultant or the Authority or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

24. FACSIMILE REPRESENTATIONS

The Authority and the Consultant hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant Paragraph 8 (Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

25. FAIR LABOR STANDARDS

The Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the Authority, its member agencies, directors, agents, appointed officers, employees, volunteers, trustees, site owners, site lessors, and licensors from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Consultant's employees for which the Authority may be found jointly or solely liable.

26. FORCE MAJEURE

- 26.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").
- 26.2 Notwithstanding the foregoing, a default by a subcontractor of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subcontractor, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 26.3 In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise

mitigate the damages and reduce the delay caused by such force majeure event.

27. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

28. INDEPENDENT CONTRACTOR STATUS

- 28.1 This Contract is by and between the Authority and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Authority and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 28.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 28.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the Authority. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 28.4 The Contractor shall adhere to the provisions stated in Paragraph 41 (Confidentiality and Security).

29. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the Authority, its member agencies, users of the LMR System, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors ("Authority Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for

such loss or damage arising from the sole negligence or willful misconduct of the Authority Indemnitees.

30. GENERAL INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of Authority, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Consultant shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 30 (General Insurance Requirements) and 31 (Insurance Coverage Requirements) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Contract. The Authority in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Contract.

30.1 Evidence of Coverage and Notice to Authority

- A certificate(s) of insurance coverage (Certificate) satisfactory to Authority, and a copy of an Additional Insured endorsement confirming Authority and its Agents (defined below) has been given Insured status under the Consultant's General Liability policy, shall be delivered to Authority at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to Authority not less than ten (10) days prior to Consultant's policy expiration dates. The Authority reserves the right to obtain complete, certified copies of any required Consultant and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Consultant identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Authority required endorsement forms.
- Neither the Authority's failure to obtain, nor the Authority's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance

provisions. Certificates and copies of any required endorsements shall be sent to:

LA-RICS Authority
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Attn: Executive Director, Scott Edson

Consultant also shall promptly report to Authority any injury or property damage accident or incident, including any injury to a Consultant employee occurring on Authority property, and any loss, disappearance, destruction, misuse, or theft of Authority property, monies or securities entrusted to Consultant. Consultant also shall promptly notify Authority of any third-party claim or suit filed against Consultant or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Consultant and/or Authority.

30.2 Additional Insured Status and Scope of Coverage

The Authority, its Member Agencies, its users of the LMR System, Directors, Appointed Officers, Agents, Employees, Volunteers, Trustees, site owners, site lessors and licensors (collectively Authority and its Agents) shall be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the Authority. Authority and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the Authority. The full policy limits and scope of protection also shall apply to the Authority and its Agents as an additional insured, even if they exceed the Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

30.3 Cancellation of or Changes in Insurance

Consultant shall provide Authority with, or Consultant's insurance policies shall contain a provision that Authority shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the Authority, upon which the Authority may suspend or terminate this Contract.

30.4 Failure to Maintain Insurance

Consultant's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which Authority immediately may withhold payments due to Consultant, and/or suspend or terminate this Contract. Authority, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the Authority may purchase the Required Insurance, and without further notice to Consultant's, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

30.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the Authority with A.M. Best ratings of not less than A:VII unless otherwise approved by Authority.

30.6 Consultants Insurance Shall Be Primary

Consultant's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Consultant. Any Authority maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage.

30.7 Waivers of Subrogation

To the fullest extent permitted by law, the Consultant hereby waives its rights and its insurer(s)' rights of recovery against Authority under all the Required Insurance for any loss arising from or relating to this Contract. The Consultant shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

30.8 Subcontractor Insurance Coverage Requirements

Consultant shall include all Subcontractors as insureds under Consultant's own policies, or shall provide Authority with each Subcontractor's separate evidence of insurance coverage. Consultant shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the Authority and Consultant as additional insureds on the Subcontractor's General Liability policy. Consultant shall obtain Authority's prior review and approval of any Subcontractor request for modification of the Required Insurance.

30.9 Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies shall not obligate the Authority to pay any portion of any Consultant deductible or SIR. The Authority retains the right to require

Consultant to reduce or eliminate policy deductibles and SIRs as respects the Authority, or to provide a bond guaranteeing Consultant's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

30.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

30.11 Application of Excess Liability Coverage:

Consultant may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

30.12 Separation of Insureds

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

30.13 Alternative Risk Financing Programs

The Authority reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The Authority and its Agents shall be designated as an Additional Covered Party under any approved program.

30.14 Authority Review and Approval of Insurance Requirements

The Authority reserves the right to review and adjust the Required Insurance provisions, conditioned upon Authority's determination of changes in risk exposures.

31. INSURANCE COVERAGE REQUIREMENTS

31.1 Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming 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

- 31.2 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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 31.3 Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Consultant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Authority as the Alternate Employer, and the endorsement form shall be modified to provide that Authority will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Consultant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 31.4 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.
- 31.5 Cyber Liability Insurance.** The Consultant shall secure and maintain cyber liability insurance coverage with limits of at least \$2 Million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Consultant shall add the Authority as an additional insured to its cyber liability insurance policy and provide to the Authority certificates of

insurance evidencing the foregoing upon the Authority's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Consultant's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

32. LIQUIDATED DAMAGES

- 32.1 If, in the judgment of the Executive Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the Authority, will be forwarded to the Consultant by the Executive Director, or his/her designee, in a written notice describing the reasons for said action.
- 32.2 If the Executive Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Executive Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Executive Director, or his/her designee, may:
- (a) Deduct from the Consultant payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction and that the Consultant shall be liable to the Authority for liquidated damages in said amount. Said amount shall be deducted from the Authority's payment to the Consultant; and/or
 - (c) Upon giving five (5) days' notice to the Consultant for failure to correct the deficiencies, the Authority may correct any and all deficiencies and the total costs incurred by the Authority for completion of the work by an alternate source, whether it be Authority forces or separate private contractor, will be deducted and forfeited

from the payment to the Consultant from the Authority, as determined by the Authority.

- 32.3 The action noted in Subparagraph 32.2 shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the Authority cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- 32.4 This Subparagraph shall not, in any manner, restrict or limit the Authority's right to damages for any breach of this Contract provided by law or as specified in Subparagraph 32.2, and shall not, in any manner, restrict or limit the Authority's right to terminate this Contract as agreed to herein.

33. APPROVAL OF WORK

All tasks, "work products" (deliverables), services or other work performed by Consultant are subject to the written approval of the Authority Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by the Authority.

34. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 34.1 The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 34.2 Consultant certifies to the Authority:
1. That Consultant has a written policy statement prohibiting discrimination in all phases of employment.
 2. That Consultant periodically conducts a self-analysis or utilization analysis of its work force.
 3. That Consultant has a system for determining if its employment practices are discriminatory against protected groups.
 4. Where problem areas are identified in employment practices, the Consultant has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 34.3 The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with

all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 34.4 The Consultant certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 34.5 The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 34.6 The Consultant shall allow Authority representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by the Authority.
- 34.7 If the Authority finds that any provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract. While the Authority reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the Authority that the Consultant has violated the anti-discrimination provisions of this Contract.
- 34.8 The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the Authority shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict the Authority from acquiring similar, equal or like goods and/or services from other entities or sources.

36. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. NOTICE OF DISPUTES

The Consultant shall bring to the attention of the Authority Project Manager any dispute between the Authority and the Consultant regarding the performance of services as stated in this Contract. If the Authority Project Manager is not able to resolve the dispute, the Executive Director, or designee shall resolve it.

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Consultant shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of this Contract. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

40. NOTICES

40.1 All notices or demands required or permitted to be given or made under this Contract must be in writing and will be electronically sent or hand delivered

with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below.

The notices and envelopes containing same to Authority shall be addressed to:

LA-RICS Authority
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Attn: Scott Edson, Executive Director

The notices and envelopes containing same to Consultant shall be addressed to:

San Luis Aviation, Inc., dba SLA Corporation, dba ESChat
3450 Broad Street, Suite 106
San Luis Obispo, CA 93401
Attn: Josh Lober

- 40.2 Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.
- 40.3 The Executive Director will have the authority to issue all notices or demands required or permitted by the Authority under this Contract.
- 40.4 In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Consultant.

41. CONFIDENTIALITY AND SECURITY

41.1 Confidential Information

Consultant shall maintain the confidentiality of all its records, including but not limited to billing, Authority records, case records and patient records, materials, documents, data, and/or other information received, obtained, transmitted, and/or produced under the provisions of this Contract ("Authority's Confidential Information") in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality, including without limitation, Authority policies concerning information technology security and the protection of confidential records and information. Consultant shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in Authority's computer system(s) nor any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by Authority,

without Authority's prior written approval. The Consultant shall comply with applicable security policies, procedures and requirements as set forth in this Contract. Consultant shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. As a condition of employment, all employees of Consultant must sign and adhere to terms and conditions set forth in Exhibit D (Information Security and Privacy Requirements).

41.2 Information Security Requirements

- a) **Data Encryption.** Consultant and any approved Subcontractors that electronically transmit or store personal information ("PI"), protected health information ("PHI") and/or medical information ("MI") shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).
 - (i) **Stored Data.** Consultant's and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.
 - (ii) **Transmitted Data.** All transmitted (e.g. network) Authority PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.
 - (iii) **Certification.** Authority must receive within ten (10) business days of its request, a certification from Consultant (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Consultant

shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Consultant to comply with any of the provisions of this Subparagraph 41.2.a (Data Encryption) shall constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract.

- b. **Security Incident.** A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system, as such term is defined in 45 C.F.R. § 164.304.
- (i) Consultant will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated Authority security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - (ii) The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - (iii) Consultant will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the Authority security representative on or before the first (1st) week of each calendar month. Authority or its third-party designee may, but is not obligated, perform audits and security tests of Consultant's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of PI and Authority Confidential Information.
 - (iv) Authority reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Consultant has undertaken on its behalf to assess Consultant's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the Authority security contact.

41.3 Return of Confidential Information

On Authority's written request or upon expiration or termination of this Contract for any reason, Consultant will promptly: (a) return or destroy, at Authority's option, all originals and copies of all documents and materials it has received containing Authority's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at Authority's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Consultant or, prepared under its direction, or at its request, from the documents and materials referred to in Subparagraph 41.1 (Confidential Information), and provide a notarized written statement to Authority certifying that all documents and materials referred to in Subparagraph 41.1 (Confidential Information) have been delivered to Authority or destroyed, as requested by Authority.

42. PUBLIC RECORDS ACT

- 42.1 Any documents submitted by the Consultant; all information obtained in connection with the Authority's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Paragraph 44 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) if used in the solicitation process for this Contract, become the exclusive property of the Authority. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The Authority shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 42.2 In the event the Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

43. PUBLICITY

- 43.1 The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided

hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the Authority shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:

- The Consultant shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Authority without the prior written consent of the Authority's Project Manager. The Authority shall not unreasonably withhold written consent.

43.2 The Consultant may, without the prior written consent of Authority, indicate in its proposals and sales materials that it has been awarded this Contract with the Los Angeles Regional Interoperable Communications Authority (LA-RICS), provided that the requirements of this Paragraph 43 shall apply.

44. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the Authority, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the Authority during the term of this Contract and for a period of five (5) years thereafter unless the Authority's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the Authority's option, the Consultant shall pay the Authority for travel, per diem, and other costs incurred by the Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.

44.1 In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant receipt thereof, unless otherwise

provided by applicable Federal or State law or under this Contract. Subject to applicable law, the Authority shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 44.2 Failure on the part of the Consultant to comply with any of the provisions of this Paragraph 44 shall constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract.
- 44.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the Authority conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the Authority's dollar liability for any such work is less than payments made by the Authority to the Consultant, then the difference shall be either: a) repaid by the Consultant to the Authority by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the Authority, whether under this Contract or otherwise. If such audit finds that the Authority's dollar liability for such work is more than the payments made by the Authority to the Consultant, then the difference shall be paid to the Consultant by the Authority by cash payment, provided that in no event shall the Authority's maximum obligation for this Contract exceed the funds appropriated by the Authority for the purpose of this Contract.

45. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

46. SUBCONTRACTING

- 46.1 The requirements of this Contract may not be subcontracted by the Consultant without the advance written approval of the Authority. Any attempt by the Consultant to subcontract without first obtaining prior written approval and the prior consent of the Authority may be deemed a material breach of this Contract.
- 46.2 If the Consultant desires to subcontract, the Consultant shall provide the following information promptly to the Authority:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the Authority.

- 46.3 The Consultant shall indemnify and hold the Authority harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Consultant employees.
- 46.4 The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract, notwithstanding the Authority's approval of the Consultant's proposed subcontract.
- 46.5 The Authority's consent to subcontract shall not waive the Authority's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Consultant is responsible to notify its Subcontractors of this Authority's right.
- 46.6 The Authority's Executive Director is authorized to act for and on behalf of the Authority with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the Authority, Consultant will forward a fully executed subcontract to the Authority for their files.
- 46.7 Consultant shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Authority's consent to subcontract.
- 46.8 The Consultant must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Authority from each approved Subcontractor. The Consultant must ensure delivery of all such documents to the following before any Subcontractor employee may perform any work hereunder:

LA-RICS Authority
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Attn: Executive Director, Scott Edson
Email: Scott.Edson@la-rics.org

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 19 (Consultant's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the Authority under any other provision of this Contract, failure of the Consultant to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Authority may terminate this

Contract pursuant to Paragraph 50 (Termination for Default) and pursue debarment of the Consultant, pursuant to County Code Chapter 2.202.

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM

Failure of Consultant to maintain compliance with the requirements set forth in Paragraph 20 (Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this contract. Without limiting the rights and remedies available to Authority under any other provision of this contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which Authority may terminate this contract and/or pursue debarment of Consultant, pursuant to County Code Chapter 2.206.

49. TERMINATION FOR CONVENIENCE

49.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Authority, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

49.2 After receipt of a notice of termination and except as otherwise directed by the Authority, the Consultant shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

49.3 After receipt of the Notice of Termination, Consultant shall submit to Authority, in the form and with the certifications as may be prescribed by Authority, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of Consultant to submit its termination claim and invoice within the time allowed, Authority may determine, on the basis of information available to Authority, the amount, if any, due to Consultant in respect to the termination and such determination shall be final. After such determination is made, Authority shall pay Consultant the amount so determined.

- 49.4 Subject to the provisions of Subparagraphs 49.1 and 49.2, above, Authority and Consultant shall negotiate an equitable amount to be paid to Consultant by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. Authority shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 49.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Paragraph 44 (Record Retention and Inspection/Audit Settlement).

50. TERMINATION FOR DEFAULT

- 50.1 The Authority may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of Authority's Project Manager:
- Consultant has materially breached this Contract; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Authority may authorize in writing) after receipt of written notice from the Authority specifying such failure.
- 50.2 In the event that the Authority terminates this Contract in whole or in part as provided in Subparagraph 50.1, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the Authority for any and all excess costs incurred by the Authority, as determined by the Authority, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 50.3 Except with respect to defaults of any Subcontractor, the Consultant shall not be liable for any such excess costs of the type identified in Subparagraph 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant.

Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Consultant and Subcontractor, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph 50, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 50.4 If, after the Authority has given notice of termination under the provisions of this Paragraph 50, it is determined by the Authority that the Consultant was not in default under the provisions of this Paragraph 50, or that the default was excusable under the provisions of Subparagraph 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).
- 50.5 The rights and remedies of the Authority provided in this Paragraph 50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51. TERMINATION FOR IMPROPER CONSIDERATION

- 51.1 The Authority may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any Authority officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Consultant's performance pursuant to this Contract. In the event of such termination, the Authority shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.
- 51.2 The Consultant shall immediately report any attempt by an Authority officer or employee to solicit such improper consideration. The report shall be made either to the Authority manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

52. TERMINATION FOR INSOLVENCY

52.1 The Authority may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Consultant; or
- The execution by the Consultant of a general assignment for the benefit of creditors.

52.2 The rights and remedies of the Authority provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Consultant, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Consultant, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County or Authority Lobbyist or County or Authority Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the Authority may in its sole discretion, immediately terminate or suspend this Contract.

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the Authority shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the Authority's future fiscal years unless and until the Authority's Board of Directors appropriates funds for this Contract in the Authority's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The Authority shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

55. VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

56. WAIVER

No waiver by the Authority of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the Authority to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57. WARRANTY AGAINST CONTINGENT FEES

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

57.2 For breach of this warranty, the Authority shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

58. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles [County Code Section 2.160.010](#), retained by Consultant, shall fully comply with the County Lobbyist Ordinance, Los Angeles [County Code Chapter 2.160](#). Failure on the part of any County or Authority lobbyist retained by Consultant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which Authority may immediately terminate or suspend this Contract. Authority shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Consultant warrants that it is not now aware of any facts which do or could create a conflict of interest. If Consultant hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Authority. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

59. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Bidder, or a Consultant or its subsidiary or Subcontractor ("Bidder/Consultant"), is prohibited from submitting a bid or proposal in an Authority solicitation if the Bidder/Consultant has provided advice or consultation for the solicitation. A Bidder/Consultant is also prohibited from submitting a bid or proposal in a Authority solicitation if the Bidder/Consultant has developed or prepared any of the solicitation materials on behalf of the Authority. A violation of this provision will result in the disqualification of the Consultant/Bidder from participation in the Authority solicitation or the termination or cancellation of any resultant Authority contract.

60. PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from Authority personnel, and all materials, data, reports and other information of any kind developed by Consultant under this Agreement are confidential to and are solely the property of Authority. Consultant shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement.

61. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Consultant shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Contract and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

62. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

62.1 This Contract may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute one (1) and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

62.2 The Authority and Consultant hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8 (Amendments) of this Contract and received via

communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

63. TIME OFF FOR VOTING

The Consultant shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Consultant and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

64. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

- 64.1 Consultant acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.
- 64.2 If a Contractor or member of Consultant's staff is convicted of a human trafficking offense, the County or Authority shall require that the Consultant or member of Consultant's staff be removed immediately from performing services under the Contract. The Authority will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 64.3 Disqualification of any member of Consultant's staff pursuant to this Paragraph shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Contract.

65. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Consultant shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Consultant's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, Authority may, in its sole discretion, terminate the Contract.

66. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Consultant acknowledges that the Authority takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Consultant further acknowledges that the COUNTY strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based

on a protected characteristic, and which may violate the CPOE. The Consultant, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Consultant, its employees or its subcontractors to uphold the Authority's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Consultant to termination of contractual agreements as well as civil liability.

67. COMPLIANCE WITH ESCHAT SAAS

The Parties also agree to meet the requirements and fulfill the obligations in Exhibit C (Consultant's ESChat SAAS Agreement).

* * *

IN WITNESS THEREOF, the Authority has, by order of its Board of Directors, caused this Contract to be executed by the Executive Director. Consultant has caused this Contract to be executed by its duly authorized representative.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM (LA-RICS) AUTHORITY

SAN LUIS AVIATION, INC.,
dba SLA CORPORATION,
dba ESCHAT

By _____
Scott Edson, Executive Director

By _____
Josh Lober, President

APPROVED AS TO FORM FOR THE
LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM (LA-RICS) AUTHORITY:

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

STATEMENT OF WORK

Consultant will provide the Authority with a carrier agnostic commercial grade IP based Push-to-Talk (PTT) system providing voice privacy and seamless communication between users on different wireless carriers over the LA-RICS LMR System. ESChat PTT functionality will provide the ability for LA-RICS Users to communicate with the LMR System from broadband devices such as, but not limited to, smartphones, tablets, and IoT devices. This shall be achieved as follows:

1. The PTT System shall be FedRAMP Compliant
2. The PTT Applications shall be FirstNet Certified™.
3. The PTT Application shall be DISA approved for operational use.
4. The PTT System shall support both Cloud Hosted and Customer Hosted Server options Cloud Hosted service options shall include AWS, AWS GovCloud and Azure Customer Hosted service shall support air-gapped operation (Android devices only).
5. The PTT System shall be managed using a Web Based Administrative Portal (WBAP).
6. All WBAP configurations shall be sent to the PTT handsets over the air (OTA).
7. The PTT system shall not require integration with any wireless carrier network equipment for operation.
8. The PTT System shall be capable of operation over 5G, 4G LTE, 3G CDMA and WiFi networks.
9. The PTT System shall allow users to communicate between 5G, 4G LTE, 3G CDMA and WiFi networks.
10. The PTT System shall be wireless carrier independent and shall be capable of communication between wireless carriers.
11. The PTT System shall support revoking a client's security keys via the Web Based Administrative Portal in the event of a security breach. The revocation shall be immediate.
12. The PTT System vendor shall provide webservice APIs for all management functions.
13. The PTT System shall support OAuth2 to for Active Directory authentication.
14. The PTT System shall support the SIPREC protocol for PTT call logging and recording.

15. The PTT System shall support provide FIPS Validated data encryption in transit.
16. The PTT System shall support provide FIPS Validated data encryption at rest.
17. The PTT System shall support end to end voice encryption using AES-256 on all PTT calls.
18. The PTT System shall use FIPS Validated Cryptography.
19. The Android & iOS Clients shall use FIPS Validated Cryptography.
20. The Android & iOS Clients shall operate in FIPS Mode.
21. The PTT System shall support PTT Barge Calling on private and group calls.
22. The PTT System shall support PTT Alert Calling on private PTT calls.
23. The PTT System shall support a PTT Listen Only call type.
24. The PTT System shall include integrated multimedia messaging.
25. Multimedia messaging shall include text and image capability.
26. All multimedia messages sent from within the PTT application shall be AES-256 encrypted.
27. The PTT System shall include integrated Location Services.
28. Location Services shall include current GPS location of all PTT users.
29. Location Services shall include historical GPS location (bread crumbs) of all PTT users.
30. Historical location mapping shall be viewable via the Web Based Administrative Portal.
31. All Location data transferred within the PTT System shall be encrypted.
32. The PTT System shall allow users to halt sending of location data while they are 'off-duty'.
33. The PTT System shall include an application for Android smartphones and tablets.
34. The PTT System shall include an application for iPhone, iPad and iPod devices.
35. The PTT System shall include an application for personal computers running Microsoft Windows 10.
36. The Android and iOS PTT applications shall be integrated with wired headsets.

37. The Android and iOS PTT applications shall be integrated with wireless (Bluetooth) headsets.
38. The iOS Client shall support the Apple 'Push-to-Talk Framework'.
39. The PTT Application shall be integrated to use a dedicated PTT button when provided by the manufacturer.
40. The PTT System shall support integration with P25 Phase I FDMA [full-rate] trunking radio networks via ISSI.
41. The PTT System shall support integration with P25 Phase II TDMA [half-rate] trunking radio networks via ISSI.
42. The PTT System shall support integration with DMR Type 3 trunking radio networks via AIS.
43. The PTT System shall support integration with Console systems using AIS.
44. The PTT System shall support integration with a plurality of P25, DMR and Console systems simultaneously.
45. The PTT System shall support End-to-End Voice Encryption between broadband devices, Consoles and P25 devices.
46. The PTT System shall support AES-256 and ADP Encryption algorithms.
47. The PTT System shall support ISSI Encryption Key Management via Static Key Loading.
48. The PTT System shall support ISSI Encryption Key Management via the P25 KMF TIA OTAR/OTEK.
49. The PTT System shall support ISSI Encryption Key Management via a Key Fill Device (KFD).
50. The PTT System shall support integration with P25 conventional radio networks via Generic RTP, DFSI & JPS RoIP.
51. The PTT System shall support integration with all digital and analog radio networks via Generic RTP (RoIP).
52. The PTT System shall support integration with all digital and analog radio networks via JPS proprietary RoIP.
53. The PTT System shall support passing of UnitID's between broadband and P25 devices over ISSI.

54. The PTT System shall support passing of UnitID's between broadband and CSSI connected Consoles.
55. The PTT System shall support passing of UnitID's between broadband and DMR devices over AIS.
56. The PTT System shall support passing of UnitID's between broadband and AIS connected Consoles.
57. The PTT System shall support the following Private Call modes over ISSI:
 - Smartphone-initiated Alert Calls between broadband devices and P25 devices.
 - P25-initiated Alert Calls between broadband devices and P25 devices.
58. The PTT System shall support the following Group Call modes over ISSI:
 - Smartphone-initiated Barge Calls between broadband devices and P25 devices.
 - P25-initiated Barge Calls between broadband devices and P25 devices.
59. The PTT System shall support the following Private Call modes over CSSI:
 - Smartphone-initiated Alert Calls between broadband and P25 devices over ISSI.
 - P25-initiated Alert Calls between broadband and P25 devices over ISSI.
60. The PTT System shall support the following Private Call modes over AIS:
 - Smartphone-initiated Alert Calls between broadband devices and DMR devices.
 - P25-initiated Alert Calls between broadband devices and DMR devices.
61. The PTT System shall support the following Group Call modes over AIS:
 - Smartphone-initiated Barge Calls between broadband devices and DMR devices.
 - P25-initiated Barge Calls between broadband devices and DMR devices.
62. The PTT System shall support PTT Barge Calling on private and group calls.
63. The PTT System shall support a PTT Listen Only call type.
64. The PTT System shall support Priority Based Preemption.
65. The PTT System shall support the following Priority Based Preemption modes:
 - User over User:** Users with appropriate priority can 'take the floor' from lower priority users in a PTT call.
 - User over Group:** Users with appropriate priority can pull a user from an in-call talk-group into a private PTT call.
 - Group over Group:** Users in an active Group Call shall be moved into a higher priority Group call upon initiation of the higher priority Group Call.

66. The PTT System shall support the ability for a user to block calls from other users.
67. The PTT System shall support the ability for a user to block calls from a group.
68. The PTT System shall support talk-group with a minimum of 250 users with in-call presence & location.
69. The PTT System shall support talk-group with a minimum of 3,000 users without in-call presence & location.
70. The PTT System shall support talk-group types for support of tactical and surveillance operations.
71. The PTT System shall support talk-group types for users under duress who require emergency communications.
72. The PTT System shall support the configuration of all client device features and settings via the Web Based Administrative Portal.
73. The PTT System shall support hiding configuration options on the client device to prevent users from changing desired settings.
74. The PTT System shall support templating of client settings via the Web Based Administration Portal so they can be managed in bulk.
75. The PTT System shall include User Presence indications.
76. User Presence indications shall follow the Microsoft Communicator icon color scheme.
77. User Presence shall be updated at any time at the request of the User.
78. User Presence indications shall include:
 1. User Available
 2. User Not-Available
 3. User On-Call
 4. User in Do Not Disturb mode
 5. User Blocked
79. The PTT System shall include Group Presence indications.
80. Group Presence shall be updated at any time at the request of the User.
81. Group Presence indications shall include:
 - Group Not Active (not in-call)
 - Group Active (in-call)
 - Group Blocked and Not Active
 - Group Blocked and Active

- P25 ISSI Group Not Active (not in-call)
 - P25 ISSI Group Active (in-call)
 - P25 ISSI Group Blocked and Not Active
 - P25 ISSI Group Blocked and Active
82. The PTT System shall support Late Join on Active Group calls.
83. The PTT System shall support Re-Join on Active Group calls.
84. The PTT System shall include automatic Re-Join on Group calls in the event wireless coverage was lost or user changed wireless networks during a Group call.
85. The PTT System shall support Audible and Visual Floor Control indications.
86. Floor Control Audible indications shall include: Floor Grant, Floor Deny, Floor Revoked.
87. Floor Control Visual indications shall include: Floor Idle, Floor Taken and Floor Holder.
88. The PTT System shall support Sound Profiles for Speaker and Headset modes
89. Sound Profiles shall be configurable for "Speaker Operation" and "Headset Operation".
90. Sound Profiles shall allow the inclusion or exclusion of each Audible Floor Control Indication.
91. Sound Profiles shall be configurable by Individual Users.
92. Sound Profile shall be automatically selected based on the presence or absence of a headset.

PRICING SCHEDULE

SETUP COSTS (ONE-TIME COSTS) YEAR 1 ONLY			
Description	Quantity	Cost	Total
ISSI Gateway Setup (One Time)	1	\$4,830	\$4,830
Total Setup Costs:			\$4,830

ANNUAL SUBSCRIPTION OPTIONS			
Description	Quantity	Cost Per Year	Total
ISSI – Gateway Base	1	\$1,490	\$1,490
ISSI – Gateway Channel IMBE/AMBE/AMBE+2 CODEC	5	\$994	\$4,970
ISSI – KMF OTAR Encryption (AES-256, ADP)	1	\$4,140	\$4,140
Total Annual Subscription Option Costs:			\$10,600

PUBLIC SAFETY CUSTOMERS (LA-RICS)				
Description	Base Quantity (Notes 1,2)	Cost Per Month	Cost Per Year	Annual Total
Subscribers 1 – 5,000	750(Notes 1,2)	N/A	\$57.99	\$42,913
Total Annual Subscriber Costs:				\$42,913

CONTRACT SUM			
Description	Quantity	Cost Per Year	Total
ONE TIME COSTS			
ISSI Gateway Setup (One Time)	1	\$4,830	\$4,830
ANNUAL SUBSCRIPTION COSTS			
ISSI – Gateway Base	1	\$1,490	\$1,490
ISSI – Gateway Channel IMBE/AMBE/AMBE+2 CODEC	5	\$994	\$4,970
ISSI – KMF OTAR Encryption (AES-256, ADP)	1	\$4,140	\$4,140
ANNUAL LA-RICS CUSTOMER COST			
Subscribers 1 – 5,000	750(Notes 1,2)	\$57.99	\$42,913
TOTAL ANNUAL COST			
YEAR ONE (1) COST:			\$58,343
TOTAL ANNUAL CONTRACT SUM			\$58,343

NOTE 1: Year 1 is based on the one-time and annual costs for 750 Subscribers with the effective date commencing January 1, 2026 OR on the date the Subscriber goes live whichever occurs last. At the conclusion of Year 1, both parties will reassess the Subscriber count and re-baseline the Subscriber count and Annual Contract Sum for Year 2. The same process will occur for Year 3.

NOTE 2: EChat has agreed to provide ten (10) additional Subscriber licenses on a gratis basis for a total of 750 Subscribers (740 + 10 = 750).

COMMERCIAL PRICING FOR PUBLIC SAFETY CUSTOMERS (FedRAMP)				
Volume ^{Note 3}	Reseller	Retail	Reseller	Retail
	(Month to Month)	(Month to Month)	(Annual)	(Annual)
Subscribers 1 – 5,000	\$5.37	\$9.76	\$57.99	\$105.44
Subscribers 5,001 and over	\$5.10	\$9.28	\$55.13	\$100.23

NOTE 3: Volume is aggregate of all customers.

P25 ISSI RADIO SYSTEM INTERFACE – ANNUAL SUBSCRIPTION OPTION		
Part Number	Description	Resale Price
ISSI-BASE-FR-C-R	ISSI – Gateway Base:	\$1,490/Year
ISSI-BEARER-FR-C-R	ISSI – Gateway Channel IMBE/AMBE/AMBE+2 CODEC	\$994/Year
ISSI-SETUP-FR-C	ISSI – Gateway Setup (One Time)	\$4,830
ISSI-ENC-FR-C-R	ISSI – Static Key Encryption	\$2,898/Year
ISSI-KMF-FR-C-R	ISSI – KMF OTAR Encryption	\$4,140/Year

ESCHAT SERVICE AGREEMENT

This document entitled "Consultant's ESChat Software as a Service (SaaS) Agreement is Exhibit C to the Consulting Services Agreement ("Contract") entered into between the Los Angeles Interoperable Communications System ("LA-RICS") Authority ("Authority"), hereinafter referred to as the "**Subscriber**" and San Luis Aviation, Inc, dba SLA Corporation, dba ESChat ("**ESChat**") with offices located at 3450 Broad Street, Suite 106, San Luis Obispo, California 93401. For purposes of this Agreement, Subscriber and ESChat each will be referred to individually as a "Party" and together as the "Parties."

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. LICENSE TO RECEIVE THE SERVICE

- (a) **Grant.** ESChat hereby grants the Subscriber a limited, non-exclusive and non-transferable license, without right of sublicense, during the Term, set forth in the Contract, to access within the United States, the Service, and to permit Authorized Users to use the Service, subject to the terms and conditions contained in the Contract and this Agreement. All rights in the Service not expressly granted hereunder are reserved to ESChat.
- (b) **Scope.** Subscriber shall have no right pursuant to this Agreement to distribute the Service in whole or in part over the Internet, or via email or instant messaging, via an Intranet, personal digital assistant, wireless application protocol, short message service or radio system. Nothing in this Agreement shall obligate ESChat to continue providing access to any Service beyond the date when ESChat ceases providing such Service to subscribers generally.
- (c) **Restrictions Use.** Subscriber shall not edit, alter, abridge or otherwise change in any manner the content of the Service, including, without limitation, all copyright and proprietary rights notices. Subscriber may not, and may not permit others to:
 - (i) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service;
 - (ii) modify, translate, adapt, alter, or create derivative works from the Service;
 - (iii) copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or
 - (iv) distribute, sublicense, rent, lease, loan or grant any third-party access to or use of the Service.

2. DEFINITIONS

As used herein the following terms shall have the meanings set forth below:

- (a) **"Agreement"** shall mean these terms and conditions, the Order Form, and any written amendments signed by both parties.
- (b) **"Authorized Users"** shall mean Subscriber's employees, independent contractors, consultants, agents, other public agencies and individuals who are authorized by the Subscriber to access and use the ESChat SasS service: (i) will be bound by the terms of this Agreement; and (ii) are specifically authorized by Subscriber to access the Service.
- (c) **"Billing Start Date"** shall mean the date identified on the Order Form as the date from which billing shall be calculated (which under no circumstances shall be later than the Service Start Date, as defined below).
- (d) **"Service"** shall mean ESChat's information applications subscribed to by Subscriber hereunder.
- (e) **"Service Start Date"** shall mean the date from which Subscriber receives the applicable Service.
- (f) **"Fees"** shall mean the fees payable pursuant to Section 3 hereof and pursuant to Exhibit B (Pricing Schedule) of the Contract;
- (g) **"Order Form"** shall mean the attached Order Form that sets out the commercial terms and is executed by the parties.
- (h) **"Term"** shall mean the period identified in the Order Form, or any renewal term, as applicable.

3. FEES AND PAYMENT

- (a) **Fees.** In exchange for the license granted above, commencing on the Billing Start Date, Subscriber shall pay ESChat for the Term hereof the Fees, payable in advance, based on the Services and the number of Users identified in the Order Form and pursuant to Exhibit B (Pricing Schedule) of the Contract, and on any other commercial terms contained in this Agreement. Subscriber shall inform ESChat of any increases in the number of Users no later than thirty (30) days after the date of such increase and the Order Form will be deemed amended accordingly.
- (b) **Late Payments.** If Subscriber fails to pay the Fees by the due date specified on the invoice, ESChat shall be entitled to interest from the day on which the Fees are due. Both parties agree that the rate of interest on overdue invoices shall be 1.5 per cent per month.
- (c) **Taxes.** Subscriber will be responsible for, and will promptly pay or reimburse ESChat for, the payment of all sales, use, excise, value-added or similar taxes, assessments, or duties (or other similar charges) imposed by any

governmental agency (including any interest and penalty imposed thereon as a result of any act or omission of ESChat that is in accordance with the direction or request of Subscriber) that are based on or with respect to any Services or goods provided by ESChat to Subscriber, or the amounts payable to ESChat therefore with the understanding that all taxes are included and reflected in the pricing/costs set forth in Exhibit B (Pricing Schedule) of the Contract.

4. PROFESSIONAL SERVICES

During the term of this Agreement, Subscriber may request ESChat to perform computer professional services in the nature of software development, customization add-in, documentation and/or integration services (hereinafter, "Professional Services"). Upon receipt of a request, ESChat may provide Subscriber with a written proposal, and when the parties agree to all requirements of the proposed Professional Services, a Task Order for the Professional Services, in the form of Exhibit E, shall be executed by the parties. All Task Orders shall be subject to the terms and conditions of this Agreement and the Contract. Services performed by ESChat are not exclusive to Subscriber, and ESChat may perform services of any type or nature for any other person or entity at any time.

5. AUDITS AND INSPECTIONS

For the purpose of verifying compliance with this Agreement, ESChat (and ESChat's authorized representatives) shall have the right, during normal business hours upon reasonable advance notice and without material disruption to Subscriber's business, to audit and inspect from time-to-time Subscriber's offices, books and records relevant to the Service and to observe the use made of the Service. If ESChat's records pursuant to this Section or otherwise indicate that (i) more Users are accessing the Service than Subscriber has paid for, or (ii) more Services are being accessed by Users than Subscriber has been billed for, Subscriber shall pay ESChat the shortfall in Fees retrospectively to the date of the applicable increase. If such underpayment exceeds 5 per cent of the Fees due during the relevant period, Subscriber shall reimburse ESChat for ESChat's reasonable costs associated with such audit or inspection.

6. COPYRIGHT PROTECTION; USE RESTRICTIONS; SECURITY

Subscriber agrees that the Service and Feed specifications, including without limitation the editorial coding and metadata contained therein, are the property of ESChat. *The works and databases included in the content of the Service are protected by applicable copyright laws.* Subscriber agrees that only Authorized Users shall be permitted access to the Service. Except as set forth herein, no clients or other persons or entities who are not legal employees of Subscriber or independent contractors consulting for Subscriber in the ordinary course of Subscriber's business may be Authorized Users. Subscriber shall not reverse engineer, decompile or disassemble any part of the Service. Subscriber further agrees that neither Subscriber nor any Authorized User shall store (except as

permitted under Section 1(d)(ii) for retrieval and display purposes only), copy, reproduce, retransmit, disseminate, sublicense, sell, distribute, publish, broadcast, circulate, create derivative works (including, without limitation, trading algorithms), test algorithms in conjunction with, or distribute by any means the Service in whole or in part to anyone, including, but not limited to, other employees of Subscriber, without ESChat's express prior written consent; provided, however, that Authorized Users may on an occasional basis in the normal course of business include limited portions of the Service (a) in oral and (with proper attribution to the respective Service) non-electronic written communications with clients and other employees, and (b) in email and instant messaging communications with other employees and/or securities professionals. Without limiting the foregoing, under no circumstances shall distribution under this Section by Subscriber be permitted if such distribution may be viewed as a substitute for a subscription to the Service itself. Subscriber agrees that when using the Service in this way, the facts, content and intent of the Service will not be changed in form or in spirit or otherwise in any way be prejudicial to the integrity of the Service or ESChat.

7. DISCLAIMER

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE(S), THE CONTENTS THEREIN, AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND ESCHAT DOES NOT MAKE ANY AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

8. INDEMNIFICATION

- (a) ESChat Indemnification. In addition to the indemnity obligations in the Contract during the term of the Contract, ESChat, at its expense, will defend, indemnify, and hold harmless Subscriber and each of its member agencies, appointed officers, directors, employees, agents, subcontractors, volunteers, trustees permitted successors and permitted assigns (each, a "**Subscriber Indemnatee**") from and against any and all third party claims for damages, judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees (collectively, "**Losses**"), finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against a Subscriber Indemnatee which directly relate to a claim, action, lawsuit, or proceeding made or brought against such Subscriber Indemnatee by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark by way of Subscriber's use of the Service that ESChat provides to Subscriber; provided that the obligations of ESChat under this Section 8(a) shall not apply to the extent that the alleged infringement or violation arises from (i) the combination,

operation, or use of the Service in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by ESChat; (ii) modification of the Service other than: (i) by ESChat in connection with this Agreement; or (ii) with ESChat's express written authorization and in strict accordance with ESChat's written directions and specifications; or (iii) negligence, abuse, misapplication, or misuse of the Service by Subscriber or its Users.

- (b) Subscriber Indemnification. Subscriber shall indemnify, defend, and hold harmless ESChat and its affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, successors and permitted assigns (each, a "**ESChat Indemnatee**") from and against any and all Losses incurred by such ESChat Indemnatee resulting from (i) any action by a third party alleging that Subscriber's use of the Service in combination with any hardware, software, system, network, service, or other matter whatsoever that is neither provided by ESChat nor authorized by ESChat in this Agreement violates such third parties' intellectual property rights; (ii) a breach by Subscriber of any covenant in this Agreement; or (iii) gross negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Subscriber with respect to the Service.

9. LIMITATION OF LIABILITY

THE ESCHAT INDEMNITEES WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IN NO EVENT WILL THE LIABILITY OF THE PARTIES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT EXCEED THE AGGREGATE AMOUNT PAID BY SUBSCRIBER HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

10. TERM; EARLY TERMINATION

Section 4 (Term of the Contract) of the Contract sets forth the Term and Termination provisions upon which both the Contract, and by extension this Agreement, become

effective and may be terminated. This Agreement shall become effective when Subscriber signs the Order Form and, unless terminated earlier in accordance herewith, shall continue from the Billing Start Date for the period specified in the Order Form. This Agreement shall automatically renew for subsequent like terms unless either party gives the other written notice of its intention not to renew no later than sixty (60) days prior to the end of the then-current term. For the avoidance of doubt: (i) in the event Subscriber executes the Order Form after the Billing Start Date then this Agreement will be deemed effective from the Billing Start Date, and (ii) in the event Subscriber receives the Service before the Order Form is executed, then this Agreement shall be deemed effective from the Service Start Date. Modifications in any ongoing Fees in connection with direct access to a Feed shall be communicated to Subscriber no later than ninety (90) days prior to their effective date, and such modified Fees shall be deemed to replace those previously stated in the Order Form. This Agreement may be terminated as follows: (a) if either party commits a breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof by the non-breaching party ("Notice of Breach"), the party giving such notice may then deliver a second written notice to the breaching party terminating this Agreement, in which event this Agreement, and the licenses granted hereunder, will terminate on the date specified in such second notice; or (b) if a receiver is appointed over any assets of either party or if either party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing under any jurisdiction or ceases to carry on business, the other party may terminate by giving written notice with immediate effect. If this Agreement is terminated before the end of its then current term for any reason other than by Subscriber under Clause 10 (a) or (b), then Subscriber will pay to ESChat as liquidated damages the amount due by Subscriber for the previous calendar month times the number of months remaining in such Term ("Liquidated Damages") within 30 days after such termination. The parties agree that the Liquidated Damages under this clause are not intended to be and will not be punitive in effect and that the Liquidated Damages are a genuine pre-estimate of loss (which may be difficult to ascertain) resulting from early termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if Subscriber receives any notice of late payment under this Agreement in any form, written or electronic, from ESChat including any business division (e.g., ESChat' Credit Department), such notice will be deemed to be a Notice of Breach.

11. CONFIDENTIALITY

Subscriber and ESChat understand and agree that in the performance of this Agreement each party may have access to private or confidential information of the other party which either is marked as "confidential" or the receiving party should reasonably know under the circumstances that such information is confidential and/or proprietary information of the other party. Each of the Parties shall hold such information in confidence and not, without the consent of the other, disclose it to a third party or use it for any purpose other than in performance of this Agreement.

This obligation of confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving party or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court or by any government or regulatory authority. If any such confidential information is required to be disclosed by statute, rule, regulation or order of any court of competent jurisdiction, before any such disclosure the receiving party will provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. If either party elects to file this Agreement with the U.S. Securities and Exchange Commission or any other securities exchange or market, regulatory authority or other body, the filing party will provide the non-filing party, no less than five (5) business days before the expected date of the filing (the "Filing Date"), a copy of the Agreement marked to show the sections for which the filing party plans to seek confidential treatment. The filing party agrees to expand its confidential treatment request to include those provisions of this Agreement reasonably indicated by the non-filing party before the Filing Date as provisions for which the non-filing party requests confidential treatment. All confidential information will remain the exclusive property of the owner. No public announcement, press release or communication concerning this Agreement shall be made without the prior consent of the other party.

12. MISCELLANEOUS

- (a) **Notice.** All notices to a party hereunder shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth on the Order Form, or to a different address which a party may give written notice of pursuant to this Section from time to time. Notice will be deemed delivered and received on the date it is actually received.
- (b) **Amendment.** This Agreement may not be amended except in a writing executed by authorized representatives of Subscriber and ESChat.
- (c) **Assignment.** This Agreement is not transferable, assignable, delegable, or sublicensable by Subscriber in whole or in part, without the prior written permission of ESChat. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, trustees, administrators, and assigns.
- (d) **Independent Contractor.** ESChat is acting in performance of this Agreement as an independent contractor.
- (e) **Binding Effect and Third-Party Beneficiary.** Except if specifically stated in this Agreement, neither party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other party. No third party is a beneficiary of this Agreement.

- (f) **Waiver of Rights.** Except where specifically stated to the contrary, all remedies available to either party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either party at any time to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter.
- (g) **Injunctive Relief.** Upon any breach of Sections 6 or 11 of this Agreement, the non-breaching Party will be entitled, in addition to any other rights available under this Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security and the other Party acknowledges and agrees to not contest such application.
- (h) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability, all other provisions and portions thereof of this Agreement will not be affected thereby and will be valid and enforced to the fullest extent permitted by law.
- (i) **Choice of Law and Venue.** This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of California, applicable to contracts made entirely within the State of California and wholly performed in the State of California, without regard to any conflict or choice of law principles. Any action brought in connection with this Agreement shall be brought in state courts located in in San Luis Obispo County in the State of California, or federal courts located in the Central District of California, Western Division.
- (j) **Force Majeure.** Any failure or delay by ESChat in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, pandemics, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of ESChat.
- (k) **Entire Agreement.** This Agreement contains the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the Agreement's subject matter.
- (l) **Exhibits.** The following Exhibits are attached hereto and incorporated herein by this reference:

EXHIBIT A: PRICE LIST & ORDER FORM

Billing Start Date: _____

Service Start Date: _____

SERVICES

Subject to the terms and conditions of the Agreement, ESChat will provide to Subscriber the following Services for the following fees:

1. **Technology Description:**
2. **Term:** The term of this Schedule will commence as of the Billing Start Date and will continue for three (3) years ("Initial Term"). After the Initial Term, the Agreement shall automatically renew.
3. **Fees:**

INSERT PRICE TABLES

4. **Maximum Number of Authorized Users:**
5. **Access:** Access is limited to Authorized Users.
6. **Resources Rates (subject to annual CPI adjustment, and include travel and expenses):**

<u>Resource</u>	<u>Rate</u>
Project Manager — Director	\$[150] per hour
Systems Analyst — Senior	\$[150] per hour
Technical Lead — Senior	\$[150] per hour
Consulting Engineer	\$[150] per hour
Developer/Release Manager	\$[150] per hour
QA Engineer	\$[150] per hour

7. **Training Rates:**

 \$[3,000]/day for up to 10 attendees
 \$[5,000]/day for up to 25 attendees
 Training is instructor-led and will be conducted at Subscriber's premises. Subscriber will reimburse ESChat for travel expenses related to training.

MAINTENANCE AND SUPPORT SERVICES

Maintenance Services as set forth on **Exhibit B.** ("Software Maintenance Services") are included as part of the Fees.

Support Services as set forth on **Exhibit C.** ("Software Support Services") are included as part of the Fees.

EXHIBIT B: SOFTWARE MAINTENANCE SERVICES

This Software Maintenance Services Exhibit (this "Exhibit") is an attachment to the ESChat Service Agreement (the "Agreement") and by extension, an attachment to the Contract, and sets forth the ESChat Software Maintenance Services to be provided by ESChat to Subscriber. This Exhibit includes by reference the terms and conditions of the Agreement. In the event of any inconsistencies between this Exhibit, the Agreement, and the Contract, the Parties agree that the terms and conditions of the Contract will prevail.

ESChat agrees to provide the following Software Maintenance Services to Subscriber for the Product:

1. During the period of subscription or purchased Maintenance Services ("Operational Period"), ESChat will correct any failure of the ESChat Software to operate in accordance with the Specifications and provide to Subscriber all revisions, updates, upgrades and enhancements. Unless the Parties specifically agree otherwise in this Exhibit, the Maintenance Services provided hereunder will be separately terminable without impacting the underlying Agreement.
2. ESChat will correct any maintenance related malfunction, defect or nonconformity detected by Subscriber in any Software that prevents such Software from performing in accordance with the Specifications set forth in the Agreement, following notification by Subscriber to ESChat of the existence of same, in accordance with the Response and Resolution schedule below.

ESChat will provide remote Tier 3 Maintenance (as defined below) assistance and consultation to Subscriber for Severity Level 1 and Severity Level 2 issues 24 hours a day / 7 days a week via telephone and email. ESChat will provide remote technical assistance and consultation to Subscriber for Severity Level 3, 4 and 5 issues during the hours from 8:00 A.M. - 5:00 P.M., Pacific Time, Monday through Friday (excluding holidays identified in Exhibit D) via telephone and email.

For purposes of this Exhibit, "Tier Maintenance" means engineering level support responsible for the most difficult or advanced problems. If it is determined that a problem can be solved, the engineering group is responsible for designing and developing one or more courses of action, evaluating each of these courses in a test case environment, and implementing the best solution to the problem. Once the solution is verified, it is delivered to the customer and made available for future troubleshooting and analysis. If the problem is a bug in the system, the appropriate bug will be filed.

3. For ESChat Cloud Hosted services and Customer Hosted services managed by ESChat, ESChat shall install all Software Maintenance updates.

Response and Resolution Times:

Severity Level	Response Time	Resolution Time
Severity Level 1	1 hour	12 hours
Severity Level 2	8 hours	24 hours
Severity Level 3	24 hours	7 calendar days
Severity Level 4 and 5	24 hours	30 calendar days

For the purposes of the Schedule of Response/Resolution Times set forth above, the following definitions will apply:

Severity Level: The level of severity that ESChat assigns to a given malfunction, defect or nonconformity of the ESChat Software.

Severity Level 1: (Critical) Means a problem that renders the Product unfit for use and/or unable to be serviced. Problems of this severity usually result in the replacement or repair of all Products containing the defective item.

Severity Level 2: (Serious) Means a problem that produces intermittent loss of function or degraded performance. Problems of this severity usually result in a stop-ship of the Product until the problem is corrected.

Severity Level 3: (Moderate) Means a problem that impedes, but does not prevent the user from accomplishing the desired function. The customer will likely ignore the problem or find a "work around." Some customers may register a complaint.

Severity Level 4: (Minor) Means a minor problem that does not impede a customer from accomplishing any desired function. The customer may or may not notice the problem, and is unlikely to register a complaint. The customer's perception of the quality may be damaged if several such problems are evident.

Severity Level 5: (Transparent) Means a problem that is invisible to the customer. The problem may be outside the executable software, e.g., development documentation. Documentation problems are at least a Severity Level 4.

Where resolution requires approval of a third party, i.e. Apple or Google, resolution shall be considered complete upon successful submission to the third party.

Issues classified as severity Level 3, 4 or 5 may alternately be assigned into a pre-established maintenance release schedule.

Response: A written communication to Subscriber acknowledging that a problem has been reported, ESChat's analysis of the problem information provided to determine if it is complete and the ESChat's work to attempt to reproduce the problem if the problem information is deemed complete.

Response Time: The maximum time as defined in this Section permitted for ESChat to complete a technical assessment of the problem and establish a course of action for problem resolution, with such period commencing on receipt of Subscriber telephonic notification of such problem.

Resolution Time: The maximum time period permitted for ESChat to resolve the problem, with such time period commencing upon the completion of the technical Response Time.

4. If ESChat does not correct the Software within one hundred and twenty (120) hours from the time of notification by Subscriber, ESChat will dedicate at least one (1) senior technician to provide remedial Services until the issue is resolved. This shall only apply to issues classified as severity 1 or severity 2.

EXHIBIT C: SOFTWARE SUPPORT SERVICES

This Software Support Services Exhibit (this "Exhibit") is an attachment to this Agreement, and by extension and attachment to the Contract, sets forth the ESChat Software Support Services to be provided by ESChat to Subscriber. This Exhibit includes by reference the terms and conditions of the Agreement. In the event of any inconsistencies between this Exhibit, the Agreement, and the Contract, the Parties agree that the terms and conditions of the Contract will prevail.

ESChat agrees to provide the following Software Support Services to Subscriber for the Product:

1. **Cloud Hosted services**, ESChat will provide Tier 1, Tier 2 and Tier 3 Software Support assistance and consultation to Subscriber for issues at Severity Level 1 and Severity Level 2, 24/7/365 via telephone and email. Issues at Severity Level 3, 4 and 5 will be addressed via telephone and email during the hours from 8:00 A.M. - 5:00 P.M., Pacific Time, Monday through Friday (excluding holidays identified in Exhibit D). Tier 1, Tier 2 and Tier 3 Software Support are explained below.
2. **Customer Hosted services**, ESChat will provide remote Tier 3 Software Support assistance and consultation to Subscriber for all Severity Levels during the hours from 8:00 A.M. - 5:00 P.M., Pacific Time, Monday through Friday (excluding holidays identified in Exhibit D) via telephone and email. If Subscriber requires 24/7/365 Software Support Services, Subscriber may purchase a Premium Software Support Service Level Agreement on a server by server basis.

Telephone Support shall be provided in English and available at 805-541-5044 x 3. In the event ESChat support personnel are not available via telephone, all support issues should be sent via email to support@eschat.com.

Software Support Response and Resolution Times:

Severity Level	Response Time	Resolution Time
Severity Level 1	1 hour	12 hours
Severity Level 2	8 hours	24 hours
Severity Level 3	24 hours	7 calendar days
Severity Level 4 and 5	24 hours	30 calendar days

For the purposes of the Schedule of Response/Resolution Times set forth above, the following definitions will apply:

Severity Level: The level of severity that ESChat assigns to a given malfunction, defect or nonconformity of the ESChat Software.

Severity Level 1: (Critical) Means a problem that renders the Product unfit for use and/or unable to be serviced. Problems of this severity usually result in the replacement or repair of all Products containing the defective item.

Severity Level 2: (Serious) Means a problem that produces intermittent loss of function or degraded performance. Problems of this severity usually result in a stop-ship of the Product until the problem is corrected.

Severity Level 3: (Moderate) Means a problem that impedes, but does not prevent the user from accomplishing the desired function. The customer will likely ignore the problem or find a "work around." Some customers may register a complaint.

Severity Level 4: (Minor) Means a minor problem that does not impede a customer from accomplishing any desired function. The customer may or may not notice the problem, and is unlikely to register a complaint. The customer's perception of the quality may be damaged if several such problems are evident.

Severity Level 5: (Transparent) Means a problem that is invisible to the customer. The problem may be outside the executable software, e.g., development documentation. Documentation problems are at least a Severity Level 4.

Where resolution requires approval of a third party, i.e. Apple or Google, resolution shall be considered complete upon successful submission to the third party.

Issues classified as severity Level 3, 4 or 5 may alternately be assigned into a pre-established maintenance release schedule.

Response: A written communication to Subscriber acknowledging that a problem has been reported, ESChat's analysis of the problem information provided to determine if it is complete and the ESChat's work to attempt to reproduce the problem if the problem information is deemed complete.

Response Time: The maximum time as defined in this Section permitted for ESChat to complete a technical assessment of the problem and establish a course of action for problem resolution, with such period commencing on receipt of Subscriber telephonic notification of such problem.

Resolution Time: The maximum time period permitted for ESChat to resolve the problem, with such time period commencing upon the completion of the technical Response Time.

4. If ESChat does not correct the Software within one hundred and twenty (120) hours from the time of notification by Subscriber, ESChat will dedicate at least one (1) senior technician to provide remedial Services until the issue is resolved. This shall only apply to issues classified as severity 1 or severity 2.

Support Tiers: The Tier of support defines the organizational responsibility for a specific customer issue.

Tier 1 (T1) End-User Support: Gather the customer's information, validate that the contact has appropriate authority, and to determine the customer's issue by analyzing the symptoms and figuring out the underlying problem. This level should gather as much information as possible from the end user. The information should include customer name, user name, device type, nature of the problem, and any associated error messages.

The Tier 1 specialist can typically handle straightforward and simple problems. This includes troubleshooting methods such as verifying data connectivity issues, resolving username and password problems, uninstalling/reinstalling ESChat, verification of proper device and software setup, and assistance with navigating around application menus. Personnel at this

level have a basic to general understanding of the product or service and may not always contain the competency required for solving complex issues. Nevertheless, the goal for this group is to handle most of the user problems before finding it necessary to escalate the issue to a higher level.

If unable to resolve the issue, the Tier 1 specialist will forward a trouble ticket with all relevant information to the Tier 2 support team. This will include requesting a debug log from the device if that has not been completed yet.

Tier 2 (T2): Enhanced Technical Debug & Analysis: In-depth technical support level responsible for assisting Tier 1 personnel in solving basic technical problems and for investigating elevated issues by confirming the validity of the problem and seeking for known solutions related to these more complex issues.

The Tier 2 technician should fully document the problem and perform some diagnostics, including initial review of debug logs. If the debug logs from T1 did not include full debug and the T2 technician is not able to determine the cause of the problem with the existing information, the T2 technician should enable more debugging and direct the user to reproduce the issue before requesting a new log set.

If a problem is new and/or personnel from this group cannot determine a solution, they are responsible for raising this issue to the Tier 3 technical support group.

Tier 3 (T3): Engineering Debug & Analysis: Engineering level support responsible for the most difficult or advanced problems. The Tier 3 team will analyze the code and data using information from Tier 1 and Tier 2. If it is determined that a problem can be solved, this group is responsible for designing and developing one or more courses of action, evaluating each of these courses in a test case environment, and implementing the best solution to the problem. Once the solution is verified, it is delivered to the customer and made available for future troubleshooting and analysis. If the problem is a bug in the system, the appropriate bug will be filed. The customer ticket will be moved into the Bug Follow Up department and T3 will either directly get back to the customer or return it to T2 for customer follow up.

EXHIBIT D: SUPPLIER HOLIDAY SCHEDULE

The following eleven dates are considered non-working 'Holidays' at ESChat.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- U.S. Thanksgiving Day
- The Day after U.S. Thanksgiving Day
- Five Days during the week of Christmas

EXHIBIT E: FORM OF TASK ORDER

Task Order #____

THIS IS TASK ORDER #____, BEING EXECUTED PURSUANT TO SAAS AGREEMENT BETWEEN SAN LUIS AVIATION, INC. ("ESCHAT") AND [name] ("SUBSCRIBER") DATED AS OF [date] (THE "AGREEMENT").

Project: _____

Hourly Rate: _____

Actual # of Hours _____

Billed # of Hours _____

Actual Cost _____

Billed Cost _____

Total:

ESTIMATE FOR PROJECT

Notes:

1. Above fees are billed in advance.
2. All work is performed on a time and materials basis. This Task Order is a good faith estimate of the work required to complete the Task Order based on past experience and basic analysis of the project.
3. Intellectual Property Ownership Provision: The Intellectual Property Ownership Provisions of the Agreement are incorporated by reference herein.
4. Acceptance: The Deliverables described in the Project Scope of this Task Order will be deemed accepted by Subscriber upon receipt by ESChat of written notice by Subscriber that the Deliverables have been accepted.

ES CHAT Professional Services Rate Schedule:

Development Resource: \$_____ per hour

Account Management Resource: \$_____ per hour

Accepted by: Subscriber: _____

By:

Name: _____

Title: _____

Date: _____

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (Authority) is committed to safeguarding the Integrity of the Authority and its member agencies, subscriber and affiliates, systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (Exhibit D) sets forth the Authority and the Consultant's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Consultant before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the Authority and Consultant (the "Contract") and any other agreements between the parties. However, it is the Consultant's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all Authority Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Consultant, entitling the Authority, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. Availability: the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. Confidentiality: the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. Authority Information: all Data and Information belonging to the Authority.
- d. Data: a subset of Information comprised of qualitative or quantitative values.
- e. Incident: a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach,

- modification, or destruction of information; interference with Information Technology operations; or significant violation of Authority policy.
- f. Information: any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
 - g. Information Security Policy: high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
 - h. Information Security Program: formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the Authority's information security requirements.
 - i. Information Technology: any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
 - j. Integrity: the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
 - k. Mobile Device Management (MDM): software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
 - l. Privacy Policy: high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
 - m. Privacy Program: A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
 - n. Risk: a measure of the extent to which the Authority is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

- o. Threat: any circumstance or event with the potential to adversely impact Authority operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. Vulnerability: a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. Workforce Member: employees, volunteers, and other persons whose conduct, in the performance of work for the Authority is under the direct control of the Authority, whether or not they are paid by the Authority. This includes, but may not be limited to, full and part time elected or appointed officials, employees of the County and member agencies, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the Authority.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. Information Security Program

The Consultant shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the Authority Information covered under this Agreement.

Consultant's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Consultant employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Consultant shall exercise the same degree of care in safeguarding and protecting Authority Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Consultant will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of Authority Information.

The Consultant's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of Authority Information in the Consultant's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of Authority Information;

- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Authority Information;
- Protect against accidental loss or destruction of, or damage to, Authority Information; and
- Safeguard Authority Information in compliance with any applicable laws and regulations which apply to the Consultant.

b. Privacy Program

The Consultant shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including Authority Information. The Consultant's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Consultant employees, agents, and volunteers. The Consultant's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Consultant's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Consultant shall exercise the same degree of care in safeguarding the privacy of Authority Information that the Consultant exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Consultant will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of Authority Information.

The Consultant Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Consultant complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Authority Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO AUTHORITY INFORMATION

All Authority Information is deemed property of the Authority, and the Authority shall retain exclusive rights and ownership thereto. Authority Information shall not be used

by the Consultant for any purpose other than as required under this Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Consultant, or commercially exploited or otherwise used by, or on behalf of, the Consultant, its officers, directors, employees, or agents. The Consultant may assert no lien on or right to withhold from the Authority, any Authority Information it receives from, receives addressed to, or stores on behalf of, the Authority. Notwithstanding the foregoing, the Consultant may aggregate, compile, and use Authority Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Consultant, provided that (i) no Authority Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the Authority, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Consultant specifically consents to the Authority's access to such Authority Information held, stored, or maintained on any and all devices Consultant owns, leases or possesses.

4. CONSULTANT'S USE OF AUTHORITY INFORMATION

The Consultant may use Authority Information only as necessary to carry out its obligations under this Agreement. The Consultant shall collect, maintain, or use Authority Information only for the purposes specified in the Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of Authority Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING AUTHORITY INFORMATION AND DATA

The Consultant shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Authority Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. Confidentiality of Authority Information

The Consultant agrees that all Authority Information is Confidential and proprietary to the Authority regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".

b. Disclosure of Authority Information

The Consultant may disclose Authority Information only as necessary to carry

out its obligations under this Agreement, or as required by law, and is prohibited from using Authority Information for any other purpose without the prior express written approval of the Authority contract administrator in consultation with the Authority's Chief Technology Officer. If required by a court of competent jurisdiction or an administrative body to disclose Authority Information, the Consultant shall notify the Authority's contract administrator immediately and prior to any such disclosure, to provide the Authority an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. Disclosure Restrictions of Non-Public Information

While performing work under the Agreement, the Consultant may encounter Authority Non-public Information ("NPI") in the course of performing this Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in County of Los Angeles Board of Supervisors Policy 6.104 (Information Classification Policy) as NPI, which by extension is applicable to the Authority. The Consultant shall not disclose or publish any Authority NPI and material received or used in performance of this Agreement. This obligation is perpetual.

d. Individual Requests

The Consultant shall acknowledge any request or instructions from the Authority regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Consultant shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the Authority within seven (7) calendar days. If an individual makes a request directly to the Consultant involving Authority Information, the Consultant shall notify the Authority within five (5) calendar days and the Authority will coordinate an appropriate response, which may include instructing the Consultant to assist in fulfilling the request. Similarly, if the Consultant receives a privacy or security complaint from an individual regarding Authority Information, the Consultant shall notify the Authority as described in Section 14 (Security and Privacy Incidents), and the Authority will coordinate an appropriate response.

e. Retention of Authority Information

The Consultant shall not retain any Authority Information for any period longer than necessary for the Consultant to fulfill its obligations under the Agreement and applicable law, whichever is longest.

7. CONSULTANT EMPLOYEES

The Consultant shall perform background and security investigation procedures in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this Exhibit.

To the extent permitted by applicable law, the Consultant shall screen and conduct background investigations on all Consultant employees and Subcontractors as appropriate to their role, with access to Authority Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Consultant, regardless of whether the member of the Consultant's staff passes or fails the background investigation. The Consultant, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to Authority Information to ensure that no individual accesses Authority Information whose past criminal conduct poses a risk or threat to Authority Information.

The Consultant and its employees, agents, and volunteers to abide by the requirements of this Exhibit D.

The Consultant shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Consultant agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of Authority Information:** The proper identification, storage, transfer, archiving, and destruction of Authority Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

- e) Identifying and Reporting Incidents: Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) Privacy: The Consultant's Privacy Policies and procedures as described in Section 2.b (Privacy Program) of this Exhibit D.

The Consultant shall have an established set of procedures to ensure the Consultant's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The Authority acknowledges that in the course of performing its services, the Consultant may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Consultant or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Consultant to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Agreement including this Exhibit; and (ii) the Consultant shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Consultant obligations under this Agreement.

The Consultant shall obtain advanced approval from the Authority's Chief Technology Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF AUTHORITY INFORMATION

All Authority Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Consultant will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store Authority Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the Authority's Chief Technology Officer.

The Consultant will encrypt Authority Information transmitted on networks outside of the Consultant's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by Authority's Chief Technology Officer.

In addition, the Consultant shall not store Authority Information in the cloud or in any other online storage provider without written authorization from the Authority's Chief Technology Officer. All mobile devices storing Authority Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the Authority's Chief Technology Officer.

10. RETURN OR DESTRUCTION OF AUTHORITY INFORMATION

The Consultant shall return or destroy Authority Information in the manner prescribed in this Exhibit unless the Agreement prescribes procedures for returning or destroying Authority Information and those procedures are no less stringent than the procedures described in this Exhibit.

a. Return or Destruction

Upon Authority's written request, or upon expiration or termination of this Agreement for any reason, Consultant shall (i) promptly return or destroy, at the Authority's option, all originals and copies of all documents and materials it has received containing Authority Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Agreement; and (iii) deliver or destroy, at the Authority's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Consultant, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Exhibit. For all documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Authority requests be returned to the Authority, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the Authority. For documents or materials referred to in Subsections (i) and (ii) of this Exhibit that the Authority requests be destroyed, the Consultant shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Exhibit. Upon termination or expiration of the Agreement or at any time upon the Authority's request, the Consultant shall return all hardware, if any, provided by the Authority to the Consultant. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the Authority.

b. Method of Destruction

The Consultant shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing Authority Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the Authority Information cannot be retrieved. The Consultant will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the Authority Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated Authority contract manager within ten (10) days of termination or expiration of the Agreement or at any time upon the Authority's request. On termination or expiration of this Agreement, the Authority will return or destroy all Consultant's Information marked as confidential (excluding items licensed to the Authority hereunder, or that provided to the Authority by the Consultant hereunder), at the Authority's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Consultant facilities that process Authority Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Consultant facilities that process Authority Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Consultant shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 (Security and Privacy Incidents); and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Consultant must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of

Authority Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer Authority Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Consultant makes backups to removable media (as described in Section 9 (Storage and Transmission of Authority Information)), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 (Storage and Transmission of Authority Information).

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 (Storage and Transmission of Authority Information), Authority Information (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by the Authority Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 (Storage and Transmission of Authority Information)) must be sent via a bonded courier and protected using encryption technology designated by the Consultant and approved by the Authority's Chief Technology Officer in writing. The foregoing requirements shall apply to back-up media stored by the Consultant at off-site facilities.

The Consultant shall implement formal procedures to control access to Authority systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Consultant will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to Authority Information is removed in a timely manner;
- d. Applications will include access control to limit user access to Authority Information and application system functions;

- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Consultant shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 (Security and Privacy Incidents); and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 (Storage and Transmission of Authority Information) must be disposed of or sent off-site for servicing, the Consultant shall ensure all Authority Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 (Storage and Transmission of Authority Information).

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Consultant shall:

- a. Promptly notify the Authority's Chief Technology Officer and Designee within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

Chief Technology Officer (CTO):

Ted Pao
Authority's Chief Technology Officer
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
(323) 881-8028
tpao@lasd.org

Chief Technology Officer Designee:

Justin Compito
Authority's Chief Technology Officer Designee
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
(703) 674-7894
jcompito.consultant@isd.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of Authority Information involved in the reported Incident,

- iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the Authority to investigate the Incident and seek to identify the specific Authority Information involved in the Incident upon the Authority's written request, without charge, unless the Incident was caused by the acts or omissions of the Authority. As Information about the Incident is collected or otherwise becomes available to the Consultant, and unless prohibited by law, the Consultant shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the Authority to allow the Authority to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the Authority, law firms, and and/or law enforcement agencies at the direction of the Authority to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the Authority on any additional disclosures that the Authority is required to make as a result of the Incident.
- f. Allow the Authority or its third-party designee at the Authority's election to perform audits and tests of the Consultant's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Authority Information.

Notwithstanding any other provisions in this Agreement and Exhibit, the Consultant shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving Authority Information caused by the Authority's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Consultant acknowledges and agrees that due to the unique nature of Authority Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the Authority, and therefore, that upon any such breach, the Authority will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent

jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the Authority.

16. AUDIT AND INSPECTION

a. Self-Audits

The Consultant shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Consultant's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the Authority.

The Consultant shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Consultant shall provide the audit results and any corrective action documentation to the Authority promptly upon its completion at the Authority's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any Authority Information, the Consultant shall promptly provide the Authority with copies of the same upon the Authority's reasonable request, including identification of any failure or exception in the Consultant's Information systems, products, and services, and the corresponding steps taken by the Consultant to mitigate such failure or exception. Any reports and related materials provided to the Authority pursuant to this Exhibit shall be provided at no additional charge to the Authority.

b. Authority Requested Audits

At its own expense, the Authority, or an independent third-party auditor commissioned by the Authority, shall have the right to audit the Consultant's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing Authority Information via an onsite inspection at least once a year. Upon the Authority's request the Consultant shall complete a questionnaire regarding Consultant's Information Security and/or program. The Authority shall pay for the Authority requested audit unless the auditor finds that the Consultant has materially breached this Exhibit, in which case the Consultant shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the Authority may exercise its termination rights underneath the Agreement.

Such audit shall be conducted during the Consultant's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Consultant's normal business operations. The Authority's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Consultant customers such as IP address, server names, etc. The Consultant shall cooperate with the Authority in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the Authority. The Consultant agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Consultant will provide to the Authority a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Consultant or a third party; and (ii) corrective actions or modifications, if any, the Consultant will implement in response to such audits.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Consultant agrees to indemnify, defend, and hold harmless the Authority, its member agencies, directors, elected and appointed officers, agents, employees, volunteers, trustees, site owners, site lessors and licensors, from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Consultant's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using Authority Information;
- The Consultant's failure to perform or comply with any terms and conditions of this Agreement or related agreements with the Authority; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any Authority Information that occurs on the Consultant's systems or networks (including all costs and expenses incurred by the Authority to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to

individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide Authority with a full and adequate defense, as determined by Authority in its sole judgment, Authority shall be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and to reimbursement from contractor for all such costs and expenses incurred by Authority in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of Authority without Authority's prior written approval.

AUTHORITY GRANT FUNDING REQUIREMENTS

"Consultant" and "Contractor" are used interchangeably throughout this exhibit, and refer to the same entity who has received an award from the Authority.

1. Funding Resources

The parties anticipate that various government funding resources ("Funding Resources"), including municipal, State, federal and/or local grants or other funds, will be used to pay for the Work, including each Deliverable under the Agreement. Certain federal and/or state grant programs that may provide Funding Resources include, but are not limited to, those listed in this Section 1. This list of Funding Resources is not exhaustive and additional Funding Resources may be used to fund portions of the Agreement.

1.1 Urban Area Security Initiative ("UASI")

UASI was authorized by the USA Patriot Act of 2001 (Public Law 107-56) and the Department of Homeland Security Appropriations Act of 2005 (Public Law 108-334). Further information concerning this grant may be found at fema.gov/government/grant, dhs.gov, grants.gov and at CFDA Number 97.067.

2. General

2.1 Funding of Agreement

Funding for all periods of this Agreement is subject to the continuing availability of federal grants or other funds for the Authority. This Agreement may be terminated in accordance with Paragraph 16 (Compliance with Federal Grant Funding Requirements) of the Contract upon a loss or reduction of grant funds or other applicable Funding Resources.

2.2. Payment to Consultant

2.2.1 The Authority makes no commitment to fund this Project other than as stated in Paragraph 16 (Compliance with Federal Grant Funding Requirements), in particular subsection 16.3 (Funding Disallowance) of the Contract. The Authority shall review Consultant's performance on a periodic basis. If Consultant does not meet its performance measures, the Authority may, to the extent required or permitted under the Funding Resources, unilaterally reduce the compensation due to Consultant in compliance with the provisions set forth in the Agreement upon written notice to Consultant and as set forth by a written amendment to the Agreement.

2.2.2 Consultant shall be paid only for necessary, reasonable, allocable and allowable expenses incurred under the Agreement. If not on an advanced payment plan, Consultant shall request reimbursements by submitting detailed invoices as

required by the Authority. Consultant shall be reimbursed after the Authority has received the all required documents and after the Authority determines that Consultant has incurred and expended funds for reasonable and allowable costs under the Agreement.

3. Compliance with State and Federal Requirements

3.1 Requirements Applicable to All Grant Agreements

Consultant shall comply with all applicable requirements of state, federal and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing the Agreement. Consultant shall comply with state and federal laws and regulations pertaining to labor, wages, hours and other conditions of employment. Consultant shall comply with new, amended or revised laws, regulations and/or procedures that apply to the performance of the Agreement. These requirements include, but are not limited to, those listed below in this Section 3.

3.2 Office of Management and Budget (OMB) Circulars

Consultant shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies, OMB Circular A-110 and/or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

3.3 Single Audit Act

If federal funds are used in the performance of the Agreement, Consultant shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq. and any administrative regulation or field memos implementing the Act. The provisions of this section shall survive expiration or termination of the Agreement.

3.4 Americans with Disabilities Act

Consultant hereby certifies that it shall comply with the Americans with Disabilities Act 42, USC §§ 12101 et seq. and its implementing regulations. Consultant shall provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Consultant shall not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract

entered into by Consultant relating to this Agreement shall be subject to the provisions of this section.

3.5 Political and Sectarian Activity Prohibited

- 3.5.1 None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office or for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to the Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- 3.5.2 If the Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, Consultant shall submit to the Authority a completed Exhibit A.1 (Certification Regarding Lobbying), if required, in accordance with 31 USC § 1352 and Department of Commerce implementing regulations published at 15 CFR Part 28, "New Restrictions on Lobbying." No funds will be released to Consultant until the Certification is filed.
- 3.5.3 Consultant shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Consultant. Consultant shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

3.6 Subcontracts and Procurement

- 3.6.1 Consultant shall comply with applicable federal standards in the award of any subcontracts. For purposes of the Agreement, subcontracts shall include but not be limited to, purchase agreements, rental and lease agreements, third party agreements, consultant service contracts and construction subcontracts.
- 3.6.2 Consultant shall ensure that the terms of the Agreement are incorporated into all its subcontract agreements. Consultant shall submit all its subcontractor agreements to the Authority for review prior to the release of any funds to the subcontractor. Consultant shall withhold funds to any of its subcontractor that fails to comply with the terms and conditions of the Agreement and the respective Consultant's agreement.

3.7 Labor

- 3.7.1 Consultant shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

- 3.7.2 Consultant shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) as supplemented in the Department of Labor regulations (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) as supplemented in the Department of Labor regulations (29 CFR Part 5), regarding labor standards for federally assisted construction sub agreements.
- 3.7.3 Where labor is required for public works as part of any requirements covered by this Agreement and as such is defined by the California Labor Code, Consultant shall pay no less than the applicable prevailing wages specified. Copy of prevailing wage rates is available for perusal on request.
- 3.7.4 Consultant shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- 3.7.5 None of the funds shall be used to promote or deter union/labor organizing activities. CA Government Code Sec. 16645 et seq.
- 3.7.6 Consultant shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- 3.7.7 Consultant shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.
- 3.8 Civil Rights

Consultant shall comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. §2000d, and implementing regulations), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any

other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; and (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

3.9 Environmental

- 3.9.1 Consultant shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 3.9.2 Consultant shall comply with environmental standards which may be prescribed pursuant to the following, as applicable: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) Section 508 of the Clean Water Act (38 U.S.C. §§1360 et seq.); and (k) Environmental Protection Agency regulations (40 CFR Part 15).
- 3.9.3 Consultant shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 3.9.4 Consultant shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 3.9.5 Consultant shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.

- 3.9.6 Consultant shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this Project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 3.9.7 Consultant ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §§21000 et seq., and California Code of Regulations, Title 14, Chapter 3, Section 15000-15007, including but not limited to as amended by Assembly Bill 1486 (2012), and is not impacting the environment negatively.
- 3.9.8 Consultant shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- 3.9.9 Consultant shall comply, as applicable, with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 3.9.10 Consultant shall comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Consultant will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements.
- 3.9.11 Consultant shall assist the Authority in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these Grant funds.

3.10 Preservation

Consultant shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.) and Section 7 of the Endangered Species Act (16 U.S.C. 1531 et seq.).

3.11 Suspension and Debarment

Consultant shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Consultant shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment

thereto. Said Certification shall be submitted to the Authority concurrent with the execution of the Agreement and shall certify that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Consultant shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all its Subcontractors shall certify accordingly. Consultant shall immediately inform the Authority if it is debarred or becomes debarred during the term of the Agreement.

3.12 Drug-Free Workplace

Consultant shall comply with the Federal Drug-Free Workplace Act of 1988, 41 USC §§701 et seq., 28 CFR Part 67 and Department of Commerce implementing regulations published at 15 CFR Part 29, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)" (published in the Federal Register on November 26, 2003, 68 FR 66534), which require that Consultant take steps to provide a drug-free workplace; and the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

3.13 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, the recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

3.14 Animal Welfare

Consultant shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq.).

3.15 Public Law 110-161

Consultant shall ensure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161), that grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et Seq.) or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC 13212).

3.16 Public Law 103-227

Consultant must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that

smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

3.17 Public Law 103-333

Consultant shall assure, pursuant to Public Law 103-333, to the extent practicable, that all equipment and products purchased with funds made available under the Agreement shall be American made.

3.18 Faith-Based Activities

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this grant-funded program. However, a Consultant that participates in a grant-funded program shall comply with the following provisions if it is deemed to be a religious or faith-based organization.

3.18.1 Consultant may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contract. If Consultant conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.

3.18.2 A religious or faith-based Consultant will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. A religious or faith-based Consultant may use space in their facilities to provide grant-funded services, without removing religious art, icons, scriptures, or other religious symbols. A religious or faith-based Consultant retains its Authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

3.19 USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175–175c. Among other things, it prescribes criminal penalties for

possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The USA PATRIOT Act also establishes restrictions on access to specified materials. —Restricted persons, as defined by the USA PATRIOT Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

3.20 Trafficking Victims Protection of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104), located at 2 CFR Part §175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient

- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procures a commercial sex act during the period of time that the award is in effect; or
- c. Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR §175.15.

3.21 Fly America Act of 1974

All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942

4. Audits and Inspections Applicable to All Grants

4.1 Records Inspection

At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, and the Auditor General of the State of California, through any of its authorized representatives, or the Authority, may deem necessary,

Consultant shall make available for examination, all of its records with respect to all matters covered by the Agreement. The Authority, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, shall have the Authority to audit, examine and make excerpts, or transcripts from records, including all Consultant's and its subcontractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement. Consultant shall provide any reports to the Authority requested by any Funding Resource regarding performance of the Agreement.

4.2 Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the Authority with respect to all matters covered on file for all documents specified in the Agreement. Original forms are to be maintained on file for all documents specified in the Agreement. Such records shall be retained for a period of five (5) years after termination of the Agreement and after final disposition of all pending matters. "Pending matters" shall include, but are not limited to, an audit, litigation or other actions involving records. The Authority may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by the Agreement, shall at all times be retained in the location specified in Paragraph 44 (Records Retention and Inspection/Audit Settlement) of the Contract.

4.3 Right to Access

Access by the Authority, the State of California, the Department Homeland Security, the Department of Commerce, the Comptroller General of the United States, the Offices of the Inspector General or any of their duly authorized representatives to any books, documents, papers and records (including computer records) of Consultant which are directly pertinent to charges to the Project, shall not be denied in order to conduct audits and examinations and make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Consultant's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

4.4 Reporting

Consultant agrees to provide any reports requested by the Authority regarding performance of the Agreement and comply with all reporting, data collection and evaluation necessary to complete grant reporting requirements as detailed in Recovery Act Grant requirements and Statutes and Regulations Applicable to the Homeland Security Grants.

4.5 Failure to Comply

The Authority reserves the right to impose any or all of the following sanctions for Consultant's failure to comply with the Single Audit Act and the provisions of the Agreement:

- a. Withhold a percentage of payments, at the Authority's sole discretion, until the audit is completed satisfactorily and submitted to the department;
- b. Suspend payments due to Consultant until the audit is completed satisfactorily and submitted to the Authority; and/or
- c. Impose provisions of default or liquidated damages or other applicable provisions of the Base Document as set forth therein.

4.6 Excerpts and Transcripts

The Authority, Auditor General of the State of California, Grantor, Director of the Office of Civil Rights and the U.S. Comptroller General shall have the Authority to audit, examine, and make excerpts or transcripts from records, including contracts, invoices, customer records and other records supporting the Agreement. Audits of earned funds are limited to determining if such funds were earned in accordance with the Agreement.

4.7 Physical Inspections

The Authority shall have the Authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property, records and/or equipment used in the performance of the Agreement.

4.8 Notice of Fault

Should a fiscal or special audit determine that Consultant has earned funds which are questioned under the criteria set forth herein, Consultant shall be notified and given the opportunity to justify questioned expenditures prior to the Authority's final determination of disallowed costs, in accordance with the procedures established under these Funding Requirements.

5. Prohibition of Legal Proceedings

Consultant is prohibited from using any Funding Resources received under the Agreement for the purpose of instituting legal proceeding against the Authority, its Members or their official representatives.

6. Participation of Small, Minority and Women's Business

Consistent with Executive Order Nos. 11625, 12432, and 12138, Consultant shall, and require its subcontractors to, provide opportunities for small, minority and women's businesses to participate in contracting and procurement activities generated under the Agreement. Consultant shall:

- a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7. Other Grant Requirements

7.1 FEMA/OSHA Standards

Consultant agrees not to undertake any project or construction related activity prior to a full environmental and historic preservation (EHP) review. Failure to adhere to the EHP review will result in a non-compliance finding. Consultant agrees not to undertake any activity that has the potential to impact the EHP resources without the prior written approval of FEMA/OHS, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are 50 (fifty) years old or more. If ground disturbing activities occur during the Project implementation, the recipient must ensure monitoring of the ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify OHS/FEMA and the appropriate State Historic Preservation Office.

7.2 Publishing Documents

Consultant agrees that all publications created or published with funding from the applicable Funding Resources shall prominently contain the following statement: "This document was prepared under a grant from [APPLICABLE GRANT]. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Grantor." Contactor also

agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by [SOURCE]."

7.3 Grant Modification

Consultant shall comply with any modification or additional requirements that may be imposed by law and future grant guidance and clarification of federal requirements.

7.4 DUNS Number

Consultant shall, and shall require its subcontractors to obtain and maintain its own Dun and Brad Street Data Numbering System ("DUNS") Number, which shall be kept current at all times during which Consultant and its subcontractor received Grant Funds.

7.5 Subcontract to a Federal Agency

Consultant shall not make any award and shall not permit its subcontractors to make any award to a federal department, agency, instrumentality, or employee thereof, unless prior written approval is obtain from the appropriate Grant Officer and the Authority.

8. Statutes and Regulations Applicable to the Homeland Security Grant Program (UASI)

8.1 Applicable Statutes and Regulations

Consultant shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Consultant shall, as applicable, comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of the Agreement. These requirements include, but are not limited to:

- 8.1.1 Title 28 CFR Part 66 and 70; EO 12372; Current edition of the OJP Financial Guide (M71 00.1);Current edition of the OJP Financial Guide (M71 00.1); Current edition of the DHS Financial Management Guide; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, Urban Areas Security Initiative Grant Program II; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215,225, 220, and 230; Title 44 CFR, including part 13; Federal Acquisition Regulations (FAR),Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS Grant Guidance for each applicable grant year; CalEMA Supplement and CalEMA Grant Assurances for year applicable grant year; DHS Information Bulletins; and GMMs.

- 8.1.2 Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of the Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
- 8.1.3 Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination; Part 61, Procedures for Implementing the National Environmental Policy Act; part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; federal laws or regulations applicable to Federal Assistance programs; part 69, New Restriction on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).
- 8.1.4 Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable federal laws, orders, circulars, or regulation.

8.2 Use of DHS Seal, Logo and Flags

All recipients of financial assistance must obtain DHS' approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the 16 United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

9. Non-Compliance

Consultant understands that failure to comply with any of the above requirements as they relate to the work contemplated under this Agreement may result in suspension, termination or reduction of grant funds, and repayment by the Consultant to the Authority of any unlawful expenditure.

10. Conflict of Interest

10.1 General

Consultant warrants and represents that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported

(in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

- a. A member of such person's immediate family or domestic partner or organization has a financial interest in the subcontract;
- b. The Consultant is someone with whom such person has or is negotiating any prospective employment; or
- c. The participation of such person would be prohibitive by the California Political Reform Act, California Government Code Section 8711 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

10.2 Definitions

10.2.1 Immediate Family

The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

10.2.2 Financial or Other Interest

The term "financial or other interest" includes but is not limited to:

- a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
- b. Any of the following interests in the Consultant ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

10.3 Representations

- 10.3.1 Consultant further covenants that no officer, director, employee or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential Consultant, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee or agent).

- 10.3.2 Consultant shall not subcontract with a former director, officer or employee within a one (1) year period following the termination of the relationship between said person and Consultant.
- 10.3.3 Prior to obtaining the Authority's approval of any subcontract, Consultant shall disclose to the Authority any relationship, financial or otherwise, direct or indirect, of Consultant or any of its officer, directors or employees or their immediate family with the proposed Consultant and its officer, directors or employees.
- 10.3.4 For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and federal regulations regarding conflict of interest.
- 10.3.5 Consultant warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining the Agreement.
- 10.3.6 Consultant covenants that no member, officer or employee of Consultant shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this Project during his/her tenure as such employee, member or officer or for one year thereafter.
- 10.3.7 Consultant shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this Agreement.

11. Miscellaneous

11.1 Travel Expenses

To the extent compensation for travel expenses is allowed under the Agreement, Consultant shall be compensated for Consultant's reasonable travel expenses incurred in the performance of the Agreement, to include travel and per diem, unless otherwise expressed. Consultant's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract budget(s). All travel including out-of-state travel not included in the budget(s) shall not be reimbursed without prior written authorization from the Authority.

11.2 Obligations Binding on Subcontractors

Consultant shall require all Subcontractors to comply with the applicable obligations of this Exhibit 5, by incorporating the terms of this Exhibit 5 into all subcontracts.

11.3 Inventions, Patents and Copyrights

11.3.1 Reporting Procedure for Inventions

If any project of Consultant funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Consultant shall report the fact and disclose the Invention promptly and fully to the Authority. The Authority shall report the fact and disclose the Invention to each federal and state granting agency ("Grantors"). Unless there is a prior agreement between the Authority and Grantors, Grantors shall determine whether to seek protection on the Invention. Grantors shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Consultant hereby agrees to be bound by the Policy, will contractually require its personnel to be bound by the Policy, and will consult with the Authority and Grantors regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

11.3.2 Rights to Use Inventions

The Authority and Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

11.3.3 Copyright Policy

11.3.3.1 Unless otherwise provided by the terms of the Grantors or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author, the Authority or Grantors, at Grantors and Authority's discretion, may copyright the Material. If the Grantors and Authority decline to copyright the Material, the Grantors and Authority shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

11.3.3.2 Grantors shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to manufacture, improve upon, reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes: (a) any Material developed under this Agreement and (b) any rights of copyright to which Consultant purchases ownership with Grant Funds.

11.3.3.3 Consultant shall comply with 24 CFR 85.34.

11.3.4 Rights to Data

The Grantors and the Authority shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantors acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

11.3.5 Obligations Binding on Subcontractors

Consultant shall require all its subcontractors funded by Grant Funds to comply with the obligations of this section by incorporating the terms of this section into all contracts and subcontracts.

12. FCC Requirements

12.1 FCC Compliance

12.1.1 Consultant shall comply with all applicable Federal Communications Commission's (FCC) waiver and other orders, rule, regulations and public notices related to the project or the 700 MHz public safety broadband spectrum (758-768 MHz and 788-798 MHz) issued by the FCC, the Emergency Response Interoperability Center (ERIC) or the Public Safety and Homeland Security Bureau (Bureau), including but not limited to, if applicable, Waiver Order in PS Docket 06-229, adopted on May 11, 2010 (FCC 10-79) and the FCC Technology Order adopted on December 10, 2010 (DA 10-2342). Consultant shall also comply with the Communications Act of 1934.

12.1.2 In addition, Consultant shall comply with any legislative or federal rule pertaining to the nationwide public safety broadband network.

12.1.3 Consultant shall immediately notify the Authority if it becomes or expects to become noncompliant with any FCC or communications law applicable to this project.

13. Instructions for Certification

13.1 Signature

By signing and submitting this document, including all Attachments hereto, the prospective recipient of Funding Resources is providing the certification as set out below.

13.2 Material Representation of Fact

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

13.3 Notification of Erroneous Certification

The prospective recipient of Funding Resources shall provide immediate written notice to the person or entity entering into the Agreement, if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

13.4 Definitions and Coverage

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

13.5 Contracts with Other Entities

The prospective recipient of Funding Resources agrees by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

13.6 Inclusion of Clause

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

13.7 Lower Tiered Certification

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that

the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

13.8 Establishment of a System of Records

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

13.9 Available Remedies

Except for transactions authorized under Section 13.5 (Contracts with Other Entities) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

14. Additional Grant Requirements

14.1 Equal Employment Opportunity. Contractor shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14.2 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Given that this is a prime construction contract in excess of \$2,000 awarded by a non-Federal entity, Contractor will comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. Contractors can access the current prevailing wage determination issued by the Department of Labor by clicking on the links under subparagraphs 14.2.1 to 14.2.3 of this Exhibit 5 (Grant Funding Requirements),

which may be updated from time to time. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 14.2.1 For federally-funded projects, Contractor can access the following website for the Davis-Bacon wage determination:
 - [SAM.gov | Search](#)
- 14.2.2 Information regarding Davis-Bacon and Related Acts:
 - [Davis-Bacon and Related Acts | U.S. Department of Labor \(dol.gov\)](#)
- 14.2.3 U.S. Department of Labor Prevailing Wage Resource Book, Davis-Bacon Wage Determinations section:
 - [DAVIS-BACON ACT, AS AMENDED, AUGUST 30, 1935 \(dol.gov\)](#)
- 14.3 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 14.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 14.5 Procurement of Recovered Materials. Contractor must comply with 2 CFR § 200.323 (Procurement of Recovered Materials) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 14.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – Contractor must comply with 2 CFR § 200.216 and not use any grant funds provided under this Agreement to procure, obtain, extend, renew or enter in a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as part of any system, where such covered telecommunications equipment is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 14.7 Domestic Preferences for Procurements – Contractor shall comply with 2 CFR § 200.322, which requires, as appropriate and to the extent consistent with law, that Contractor provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Exhibit A.1 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Exhibit A.2 – Certification Regarding Drug Free Workplace Requirements

Consultant certifies that it will provide a drug-free workplace, in accordance with the California Drug Free Workplace Act of 1990 (Title 2 Govt. Code of State of California §§8351 et seq.) by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. Consultant's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- e. Making it a requirement that each employee to be engaged in the performance of the LA-RICS Project be given a copy of the statement required by Section 1 above.
- f. Notifying the employee in the statement required by Section 1 that, as a condition of employment under the LA-RICS Project, the employee will:
- g. Abide by the terms of the statement, and
- h. Notify Consultant of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
- i. Notifying the Authority within ten (10) days after receiving notice under Section 4.b from an employee or otherwise receiving actual notice of such conviction.
- j. Taking one of the following actions, within thirty (30) days of receiving notice under Section 4.b with respect to any employee who is so convicted:
- k. Taking appropriate personnel action against such an employee, up to and including termination.
- l. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Form OCC/LW-1 (Rev. 6/04)

**Exhibit A.3 – Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Lower Tier Covered
Transactions**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(Read Attached Instructions for Certification before Completing)

The prospective recipient of Funding Resources certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective recipient of Funding Resources is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agreement Number:

Consultant/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

By signing and submitting this document, the prospective recipient of Funding Resources is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Funding Resources knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Funding Resources shall provide immediate written notice to the person(s) with whom he enters into this agreement, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.

The prospective recipient of Funding Resources agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective recipient of Funding Resources further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Section 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit A.4 – Management Representation

As a prerequisite to receipt of a Funding Resources funded Agreement and as material facts upon which the Authority may rely in preparing the Agreement, I, an authorized representative of Consultant, make the following representations:

I am responsible for the fair presentation of Consultant's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the Authority. I will make available to the Authority all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True ☐ False ☐

Consultant has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True ☐ False ☐

I have advised and will continue to advise the Authority of any actions taken at meetings of Consultant's Board of Directors and Committees of the Board of Directors which may have a material impact on Consultant's ability to perform the Agreement.

True ☐ False ☐

Except as recorded or disclosed to you herein, I know of no instances of:

Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True ☐ False ☐

Guarantees, whether written or oral, under which Consultant is contingently liable.

True ☐ False ☐

Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies or for any other reason, that would affect the financial records and/or continuing viability of Consultant as an on-going concern.

True ☐ False ☐

I have no knowledge that a board member/s is/are also an employee of this Consultant whose salary costs are reimbursed under this agreement.

True ☐ False ☐

I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting Consultant involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the Agreement.

True ☐ False ☐

I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Consultant's conduct of its financial affairs or in its financial records.

True ☐ False ☐

I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of Consultant.

True ☐ False ☐

Consultant has satisfactory title to all assets being used in the LA-RICS Project, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True ☐ False ☐

Consultant has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True ☐ False ☐

I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (LA-RICS Project related or otherwise) compensation.

True ☐ False ☐

I have responded fully to all the Authority's inquiries related to Consultant's financial records and/or reports.

True ☐ False ☐

I understand that the Authority's auditing and monitoring procedures of Consultant are limited to those which the Authority determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation or illegal acts that may exist.

True ☐ False ☐

I understand that the Authority's audit and monitoring reports are intended solely for use by Consultant and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True ☐ False ☐

If one or more of the above statements is found to be false, I understand that the Authority may terminate this Agreement immediately. I also understand that I have a continuing duty to report to the Authority any material factual change to any of these statements.

True ☐ False ☐

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

For (Name of Consultant): _____

Signature

(Person Authorized by the Board of Directors to Bind Corporation)

Printed Name

Title

Date Signed

SAFELY SURRENDERED BABY LAW

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

July 10, 2025

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

Dear Directors:

REQUEST TO INCREASE THE EXECUTIVE DIRECTOR'S DELEGATED AUTHORITY FOR PROCEED ORDERS

SUBJECT

Board approval is requested to increase the Executive Director's existing delegated authority of \$78,800 to issue Proceed Orders by \$144,000 for a new total aggregate not-to-exceed amount of \$222,800. Proceed Orders are for time-sensitive change orders that require immediate approval for work to be performed by Motorola Solutions, Inc. (MSI) under Agreement No. LA-RICS 007 ("Agreement") for the Land Mobile Radio (LMR) System. The Proceed Order process is contained in the Agreement and is a permitted mechanism to process amendments for time-sensitive work under the Agreement.

RECOMMENDED ACTIONS

1. Delegate authority to the Executive Director to issue one (1) or more Proceed Orders under the Agreement to MSI, as may be necessary, with a predefined not-to-exceed amount identified per Proceed Order, for a total increased aggregate not-to-exceed amount of \$222,800 for all Proceed Orders, which includes the original delegated amount of \$78,800. Should the Authority anticipate additional Proceed Order work beyond the cost of the newly increased aggregate not-to-exceed Proceed Order amount, the Authority will return to your Board.
2. Continue to delegate authority to the Executive Director to execute amendments to memorialize any such work performed via a Proceed Order, as may be necessary.

BACKGROUND

Whenever a change in work and/or scope is required, the Agreement calls for an amendment to be executed. In order to process amendments, MSI is required to submit a change order to the Authority's project team, Jacobs Project Management, Co. (Jacobs) and, if the change order is acceptable in terms of scope of work and cost, the change order is reviewed internally with Authority and Jacobs staff, and then presented to a Change Control Board comprised of Authority, Jacobs, and MSI personnel to review all proposed changes to the scope of work, impact to schedule, and reasonableness of cost. If a change order is approved by all parties, the change order is presented, by way of an amendment to the LMR Agreement, to either your Board or the Oversight Committee for approval, upon which execution of said amendment and issuance of a Notice to Proceed (NTP) will authorize Motorola to perform the proposed changed work. The change order and amendment process does not allow for immediate changes allowing work under critical and decisive conditions.

In contrast, pursuant to Section 2.3.5 (Proceed Order) of the Agreement, your Board or its authorized representatives are allowed to issue a Proceed Order when it's in the Authority's best interest to do so and when there is insufficient time to process the amendment under existing delegations to the Executive Director or through the regular process of taking amendments to your Board.

Understanding the need to issue Proceed Orders for time sensitive work that, if not addressed immediately, would have a negative impact on the functionality of the LMR System, on May 2, 2024, your Board approved delegating authority to the Executive Director to execute Proceed Orders to quickly move on time sensitive work for an aggregate not-to-exceed amount of \$78,800.

Since this date, seven (7) Proceed Orders totaling \$59,218 have been issued, with a remaining balance of \$19,582.

Proceed Order No.	Site ID	Scope Description	Amount	Proceed Order Date
1	BUR1	Commercial Power Coordination for SCE Service	\$2,096	06/06/2024
2	MCI	HVAC System Repairs	\$16,609	07/03/2024
3	CCB, CCT, POM	Cummins Load Bank Test	\$6,625	09/09/2024
4	PLM	DSR Extension	\$5,215	09/16/2024
5	Various	MPLS Networking Services	\$3,700	02/24/2025
6	Various	DTVRS 700 MHz Reconfiguration	\$2,850	05/19/2025
7	FRP	Microwave Antenna Replacement	\$22,123	06/18/2025

The Proceed Order process has proven to be a beneficial process that allows the Executive Director to authorize MSI to perform critical time sensitive work with a predefined not-to-exceed amount. As such, we are seeking approval from your Board to continue to use this process for the immediate resolution of critical work, which may include, but not be limited to the following:

- Fence, Gate, Lock, and Chain Repairs
- Gravel and Erosion Repairs
- Unexpected Trash and Weed Removal
- Unexpected Insect/Rodent Removal
- Door Repairs / Worn Weather-stripping
- Heating, Ventilation, Air Conditioning (HVAC) Repairs
- Tank Rust Repairs
- Emergency Fuel Services
- Emergency Generator and ATS Repairs
- Shelter Lights, Emergency Exit Lights
- Camera and Access Control Repairs
- Containment Drainage and Cleaning after Storms
- Transient Voltage Surge Suppressor (TVSS)
- Fire Suppression
- Miscellaneous Electrical Repairs
- Vandalism Repairs
- Emergency Antenna/Line Repairs
- Roll Up Generator Issues

Should your Board approve, the aggregate not-to-exceed amount for Proceed Orders would be increased by \$144,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will increase the amount of Executive Director's delegated authority to issue Proceed Orders by \$144,000 to MSI to ensure urgent work is completed with subsequent amendments to memorialize such work. Any such Proceed Orders will define the scope of work to be performed and will specify a not-to-exceed compensation amount for MSI.

If the Authority anticipates additional Proceed Order work beyond the increased aggregate not-to-exceed Proceed Order amount set forth in this Board Letter, the Authority will return to your Board.

FISCAL IMPACT/FINANCING

At present there is no fiscal impact. Any Proceed Orders, if issued, will not exceed the total increased aggregate not-to-exceed amount of \$222,800, which includes the original

delegated amount of \$78,800, and if exercised, will be funded by the Urban Areas Security Initiative (UASI) 2022 grant and/or Subscriber Agreement Revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's Counsel has reviewed the recommended actions and approved as to form.

CONCLUSION

Upon the Board's approval of the recommended actions, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

July 10, 2025

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

Dear Directors:

APPROVE AMENDMENT NO. 130 TO AGREEMENT NO. LA-RICS 007

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 130 to Agreement No. LA-RICS 007 (Agreement) to incorporate two (2) Change Orders and memorialize one (1) Proceed Order as further described in this Board Letter, resulting in an increase to the Maximum Contract Sum in the amount of \$167,192.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings:
 - a. Find that the approval of Amendment No. 130 to include one (1) Change Order to replace one (1) damaged microwave antenna at the Castro Peak (CPK) site; and include one (1) Change Order related to the replacement and installation of four (4) microwave antennas at the Frost Peak (FRP) site, are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under the California Environmental Quality Act (CEQA) on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at this site or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

2. Approve Amendment No. 130 to Agreement No. LA-RICS 007 with Motorola Solutions, Inc. (MSI), similar in form to the **Enclosure**, which reflects the following:
 - a. Incorporate a Change Order to install one (1) microwave antenna and perform path realignment services at the CPK site for a cost increase in the amount of \$5,688.
 - b. Incorporate a Change Order to perform all the work necessary to replace and install four (4) microwave antennas at the FRP site for a cost increase in the amount of \$139,381.
 - c. Memorialize a Proceed Order that was issued to MSI for the purchase of replacement of microwave antennas at the FRP site for a cost increase in the amount of \$22,123.
 - d. Increase the Maximum Contract Sum by \$167,192 from \$278,394,512 to \$278,561,704.
 - e. Delegate authority to the Executive Director to execute Amendment No. 130, in substantially similar form to the enclosed Amendment (**Enclosure**), and issue one (1) or more Notices to Proceed (NTP) for the work contemplated in Amendment No. 130, as may be necessary.

BACKGROUND

As the Authority and MSI progress through the first year of Maintenance Services, there is certain unanticipated work and/or services not included in the base maintenance plan, but necessary to ensure the sites remain operable. When work or service is required for continued operation of the LMR System, but not included in the maintenance plan it is addressed via the Change Order process. Such is the case with the Change Orders contemplated in Amendment No. 130, before your Board for consideration.

With respect to the Change Order for CPK, due to damage to a microwave antenna by a flock of birds, it is necessary to install a replacement antenna. MSI will perform all the installation and path realignment work necessary to ensure the antenna is operable.

Additionally, a Change Order is needed for MSI to replace and install four (4) microwave antenna dishes, including ice shields, ice bridges, fixing a damaged climbing ladder, path realignment, and requisite configuration, etc. at site FRP which is a remote site located in a high elevation mountainous area. During the early winter of this year, this site sustained significant damage due to inclement weather. However, this work is eligible for reimbursement by our insurance carrier. While MSI will perform the repairs, the Authority will seek reimbursement via our insurance policy upon completion of the work.

Lastly, on May 2, 2024, your Board delegated authority to the Executive Director to execute Proceed Orders for an aggregate not-to-exceed amount of \$78,800 for time sensitive work needed. In connection with this delegation and given the long lead time require to order antenna equipment, on June 18, 2025, the Authority issued Proceed Order No. 7 in the amount of \$22,123 for the ordering of four (4) replacement microwave antennas for use at the FRP site due to damage sustained due to inclement winter weather. Amendment No. 130 is seeking to memorialize this Proceed Order into the Agreement, should your Board approve.

Should your Board approve Amendment No. 130, the aforementioned recommended actions will be carried out.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 130 to incorporate two (2) Change Orders and memorialize one (1) Proceed Order, which increases the Maximum Contract Sum in the amount of \$167,192.

The Change Orders and Proceed Order have been reviewed by Authority staff, as well as its consultant (Jacobs) and MSI, with both parties negotiating and agreeing to all proposed actions. Further, the Change Orders were presented to the Change Control Board (CCB) which includes stakeholder participation and oversight from member agency representatives such as County of Los Angeles Sheriff's Department (Sheriff's Department) and Fire Department. Additionally, participation and oversight from Authority project team members representing technical (Internal Services Department), operations (Sheriff's Department and Fire Department), finance, grants, contracts, and Jacobs form part of the CCB.

The CCB participants vetted the Change Orders presented to your Board for consideration and recommend approval.

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the LMR project at CPK and FRP sites contemplated in Amendment No. 130 were evaluated in the EIR prepared by the LA-RICS Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for these LMR System sites

that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Upon your Board's approval of the recommended actions for Amendment No. 130, the Authority will file a Notice of Determination (NOD) for the CPK and FRP sites with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 130 result in an increase to the Maximum Contract Sum in the amount of \$167,192 from \$278,394,512 to \$278,561,704. If approved by your Board, the work contained in Amendment No. 130 will be funded by the Urban Areas Security Initiative (UASI) grants in accordance with the LA-RICS Adopted Fiscal Years 2024-25 Operating Budget.

With respect to the FRP Change Order work in the amount of \$139,381, please note this amount is eligible for reimbursement by the Authority's insurance carrier. While MSI will perform the repairs upfront, the Authority will seek reimbursement via our insurance policy upon completion of the work.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions and approved as to form.

CONCLUSION

Upon the Board's approval of the recommended actions, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

**AMENDMENT NUMBER ONE THIRTY
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

This Amendment Number One Hundred Thirty (together with all exhibits, attachments, and schedules hereto, "Amendment No. 130") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of July ____ 2025, based on the following recitals:

RECITALS

Whereas, the Authority and Contractor have entered into that certain Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") Land Mobile Radio System, dated as of August 15, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment No. 1 through Amendment No. 129.

Whereas, the Authority and Contractor desire to further amend the Agreement to (a) incorporate two (2) Change Orders as further described in this Amendment No. 130 for a cost increase in the amount of \$145,069; (b) memorialize one (1) Proceed Order as further described in this Amendment No. 130 for a cost increase in the amount of \$22,123; (c) increase the Maximum Contract Sum by \$167,192 from \$278,394,512 to \$278,561,704; and (d) make other certain changes as set forth in this Amendment No. 130.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 130, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, are as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 130 refer to sections of the Agreement, as amended by this Amendment No. 130.
2. LMR Change Order Modifications. The parties agree and acknowledge the Contractor will perform all the Work pursuant to COR No. MSI-5225/COR109 for the replacement and installation of one (1) microwave antenna and path realignment services at CPK site. The parties further acknowledge the Contractor will perform all Work pursuant to COR No. MSI-5238/COR 113 to replace and install four (4) microwave antenna dishes, including ice shields, ice bridges, climbing ladder, path realignment, etc. Both CORs are incorporated into the

Agreement herein by this reference, pursuant to this Section 2 of this Amendment No. 130, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments), which is attached to this Amendment No. 130.

LMR CHANGE ORDERS					
Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	CPK	Castro Peak	MSI-5225/ COR109	One (1) Microwave antenna replacement and realignment services	\$5,688
2.	FRP	Frost Peak	MSI-5238/ COR 113	Four (4) Microwave antenna replacements, installation, etc.	\$139,381
TOTAL AMOUNT:					\$145,069

3. Proceed Order for Certain Time Sensitive Work. The parties agree and acknowledge the Contractor has performed the Work contained in Proceed Order No. 7, which was issued by the Authority to the Contractor on June 18, 2025. Proceed Order No. 7 is incorporated into the Agreement herein by this reference, in exchange for the not-to-exceed amount set forth in Exhibit C.27 (LMR Proceed Order Amendments) of Exhibit C (Schedule of Payments), which is revised and attached to this Amendment No. 130.

LMR PROCEED ORDERS						
Item No.	Site ID	Site Name	PO No.	Description	Method of Authorization	Amount
1.	FRP	Frost Peak	7	Purchase (4) Microwave Replacement Antennas	Proceed Order	\$22,123
TOTAL AMOUNT:						\$22,123

- 3.1 **Proceed Order No. 7 (FRP)** – Contractor to provide four (4) microwave antenna replacements at the FRP site pursuant to Proceed Order No. 7.
4. Amendments to the Agreement.
- 4.1 Section 8.1.1 of Section 8.1 (Maximum Contract Sum and Contract Sum – General) of the Base Document of the Agreement, is deleted in its entirety and replaced with the following:
- 8.1.1 The "Maximum Contract Sum" under this Agreement is **Two Hundred Seventy-Eight Million, Five Hundred Sixty-One Thousand, Seven Hundred Four Dollars (\$278,561,704)** which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).
- 4.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than **One Hundred Sixty-Two Million, Two Hundred Forty-Five Thousand, Five Hundred Ninety-Eight Dollars (\$162,245,598)**. Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

5. Amendments to Agreement Exhibits.

5.1 Exhibit C.1 (LMR System Payment Summary) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 130 and incorporated herein by this reference.

5.2 Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 130 and incorporated herein by this reference.

5.3 Exhibit C.27 (LMR Proceed Orders) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.27 (LMR Proceed Orders), which is attached to this Amendment No. 130 and incorporated herein by this reference.

6. This Amendment No. 130 shall become effective as of the date identified in the recitals, which is the date upon which:

6.1 An authorized agent of the Contractor has executed this Amendment No. 130;

6.2 Counsel to the Authority has approved this Amendment No. 130 as to form;

6.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 130;

6.4 The Executive Director of the Authority has executed this Amendment No. 130.

7. Except as expressly provided in this Amendment No. 130, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.

8. Contractor and the person executing this Amendment No. 130 on behalf of Contractor represent and warrant that the person executing this Amendment No.

130 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 130, and that all requirements of Contractor to provide such actual authority have been fulfilled.

9. This Amendment No. 130 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

AMENDMENT NUMBER ONE HUNDRED THIRTY
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 130 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Scott Lees
West Region Vice President

APPROVED AS TO FORM FOR THE LOS
ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY:

DAWYN R. HARRISON
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1

Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 130

EXHIBIT C.1 - SCHEDULE OF PAYMENTS				
LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
LMR SYSTEM PHASES 1 THROUGH 4				
Phase 1 ^(Note 1)	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,004	\$ 2,009,828	\$ 18,722,174
SUBTOTAL (PHASES 1 to 4):	\$ -	\$ 162,163,724	\$ 13,505,169	\$ 148,658,553
PHASE 5 (LMR SYSTEM MAINTENANCE) - 15 YEARS				
Phase 5 (15 Years) (Year 1 Exercised)	\$ 47,192,815	\$ 3,370,915	\$ -	\$ 47,192,815
LMR System SUA (15 Years)	\$ -	\$ 64,566,876	\$ -	\$ 64,566,876
TOTAL (PHASES 1 to 5):	\$ 47,192,815	\$ 165,534,639	\$ 13,505,169	\$ 195,851,368
ADDITIVE ALTERNATES				
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
ADDITIONAL/SUPPLEMENTAL				
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 4,029,718	\$ 358,021	\$ 3,671,698
LMR Unilateral Amendments		\$ 1,453,036	\$ 145,304	\$ 1,307,732
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 2,031,480		\$ 2,031,480
LMR Asset Management License		\$ 65,364		\$ 65,364
Interconnections for UASI Approval Authority		\$ 1,740,000		\$ 1,740,000
LMR Proceed Orders (1-6)		\$ 59,218		\$ 59,218
SUBTOTAL FOR ADDITIONAL/SUPPLEMENTAL:	\$ 121,847,253	\$ 247,267,648	\$ 21,693,937	\$ 344,050,047
TOTAL CONTRACT SUM:	\$247,267,648			
LMR Discounts ^(Note 2)	-\$17,202,758			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):	\$278,561,704			

Note 1: The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

Note 2: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.

SCHEDULE OF PAYMENTS

EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 28					
MSI 003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage	\$ 2,200	\$ 220	\$ 1,980
MSI-008	LMR	MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations	\$ 9,912	\$ 991	\$ 8,921
MSI-009	AGH	MSI-009 AGH SCE Engineering Fee Reimbursement	\$ 5,634	\$ 563	\$ 5,071
MSI-012	LMR	MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR	\$ -	\$ -	\$ -
MSI-015	BUR1	MSI-015 BUR1 SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
MSI-016	BMT	MSI-016 BMT SCE Engineering Fee	\$ 592	\$ 59	\$ 533
MSI-017	MML	MSI-017 MML SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
Amendment No. 28 Subtotal			\$ 24,953	\$ 2,495	\$ 22,458
Amendment No. 29					
MSI-030	APC	MSI-030 Saturday Labor and Crane Cost	\$ 2,405	\$ 241	\$ 2,165
MSI-020R	BKK	MSI-020R Tower Mapping and Painting	\$ 26,225	\$ 2,623	\$ 23,603
MSI-024	BKK	MSI-024 Dispersive Wave Testing	\$ 5,426	\$ 543	\$ 4,883
MSI-1208	POM	MSI-LMR1208 ACM and LCP Testing Services	\$ 4,400	\$ 440	\$ 3,960
Amendment No. 29 Subtotal			\$ 38,456	\$ 3,846	\$ 34,610
Amendment No. 30					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
Amendment No. 30 Subtotal			\$ 4,195	\$ 420	\$ 3,776
Amendment No. 31					
MSI-1265	ONK	MSI-1265 Environmental Testing ACM and LPC Services	\$ 3,633	\$ 363	\$ 3,270
MSI-1206	CCT	MSI-1206 HVAC Condenser Pad Modification	\$ 9,745	\$ 975	\$ 8,771
MSI-1321	AGH	MSI-1321 Additional Title, Survey, Research	\$ 2,100	\$ 210	\$ 1,890
MSI-1267R	LARICSHQ	MSI-1267R Environmental Testing ACM and LPC Services	\$ 4,095	\$ 410	\$ 3,686
Amendment No. 31 Subtotal			\$ 19,573	\$ 1,957	\$ 17,616
Amendment No. 33					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
Amendment No. 33 Subtotal			\$ 17,490	\$ 1,749	\$ 15,741
Amendment No. 34					
MSI-1447	AGH	MSI-1477 AGH Additional Electrical Work	\$ 84,503	\$ 8,450	\$ 76,053
MSI-1435	HPK	MSI-1435 HPK Power Conduit Outside Compound	\$ 6,241	\$ 624	\$ 5,617
Amendment No. 34 Subtotal			\$ 90,744	\$ 9,074	\$ 81,670
Amendment No. 35					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
Amendment No. 35 Subtotal			\$ 13,115	\$ 1,312	\$ 11,804
Amendment No. 36					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
Amendment No. 36 Subtotal			\$ 4,952	\$ 495	\$ 4,457
Amendment No. 37					
MSI-5010	CRN	CRN Lead Paint Abatement and Consulting Services	\$ 3,754	\$ 375	\$ 3,379
MSI-5008	CRN	CRN Siren	\$ 10,113	\$ 1,011	\$ 9,102
MSI-5015	CRN	CRN Permanent Fence	\$ 5,043	\$ 504	\$ 4,539
MSI-1209R	FCCF	FCCF Receptacle Light Installation	\$ 12,336	\$ 1,234	\$ 11,102
MSI-5031	HPK	HPK SCE Trenching	\$ 12,623	\$ 1,262	\$ 11,361

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$ 9,765	\$ 977	\$ 8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$ 2,703	\$ 270	\$ 2,433
Amendment No. 37 Subtotal			\$ 56,337	\$ 5,634	\$ 50,703
Amendment No. 38					
MSI-5017	PMT	PMT 2nd GeoTechnical Engineering Services	\$ 23,626	\$ 2,363	\$ 21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$ 4,725	\$ 473	\$ 4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment		\$ -	\$ -
MSI-5038	SGH	SGH Barrel Tile Roof	\$ 6,843	\$ 684	\$ 6,159
MSI-5021	SGH	SGH NB CX Stand Down Costs	\$ 7,652	\$ 765	\$ 6,887
MSI-5046	DPW38	DPW38 LCP Testing	\$ 2,363	\$ 236	\$ 2,127
MSI-5043	VPK	VPK Tower Foundation	\$ 34,102	\$ 3,410	\$ 30,692
MSI-5006	VPK	VPK Power Run	\$ 50,027	\$ 5,003	\$ 45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$ (68,141)	\$ (6,814)	\$ (61,327)
MSI-UNI-006	LACFDEL	LACFDEL Reuse of Existing Shelter	\$ -	\$ -	\$ -
MSI-5024	MIR	MIR Additional Topography	\$ 2,205	\$ 221	\$ 1,985
MSI-5061	MDI	MDI 2nd GeoTechnical Engineering Services	\$ 7,588	\$ 759	\$ 6,829
MSI-5028	MDI	MDI Underground Utility Locator	\$ 756	\$ 76	\$ 680
MSI-5029	MDI	MDI Addition Topo Survey	\$ 2,100	\$ 210	\$ 1,890
MSI-5050	WWY	WWY Native American Monitoring	\$ 580	\$ 58	\$ 522
Amendment No. 38 Subtotal			\$ 74,426	\$ 7,443	\$ 66,983
Amendment No. 39 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-5073	AGH	AGH Encroachment Permit Fee	\$ 4,807	\$ 481	\$ 4,326
MSI-5045	CCB	CCB Abatement and Remediation Work	\$ 13,125	\$ 1,313	\$ 11,813
MSI-5076	LACFDEL	LACFDEL New Phase 1 Work Rev.1	\$ 26,965	\$ 2,697	\$ 24,269
MSI-5068	SPH	SPH Lease Exhibit Option Rev.1	\$ 1,065	\$ 107	\$ 959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$ 11,338	\$ 1,134	\$ 10,204
Amendment No. 39 Subtotal			\$ 57,300	\$ 5,730	\$ 51,570
Amendment No. 41 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 40,899	\$ 4,090	\$ 36,809
MSI-5069	RPV1	New Phase 1 Work	\$ 44,808	\$ 4,481	\$ 40,327
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ -	\$ -	\$ -
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
MSI-5081	LMR	LARTCS VHF Frequency Changes	\$ 41,171	\$ 4,117	\$ 37,054
MSI-5087	MTL2	Road Repair Design	\$ 2,200	\$ 220	\$ 1,980
Amendment No. 41 Subtotal			\$ 218,595	\$ 21,860	\$ 196,736
Amendment No. 43 and Amendment No. 44 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-6017	RIH	Addition of Microwave Link	\$ 43,837	\$ 4,384	\$ 39,453
MSI-6016	SPH	Addition of Microwave Link	\$ -	\$ -	\$ -
MSI-6015	UNIV	Addition of Microwave Link	\$ 68,839	\$ 6,884	\$ 61,955
Amendment No. 43 and Amendment No. 44 Subtotal			\$ 112,676	\$ 11,268	\$ 101,408
Amendment No. 45					
MSI-6018	LPC	Environmental Phase II Limited Subsurface Investigation	\$ 19,740	\$ 1,974	\$ 17,766
MSI-6019	MML	Environmental Phase II Limited Subsurface Investigation	\$ 19,310	\$ 1,931	\$ 17,379
Amendment No. 45 Subtotal			\$ 39,050	\$ 3,905	\$ 35,145
Amendment No. 46					
MSI-6043	POM	Asbestos Abatement Services	\$ 330,000	\$ 33,000	\$ 297,000
MSI-6030	JPK/RHT/VPK	Tower Top Amplifier Upgrade for Early Deployment Site Transition	\$ 45,728	\$ 4,573	\$ 41,155
Amendment No. 46 Subtotal			\$ 375,728	\$ 37,573	\$ 338,155

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 47					
MSI-6023	LARICS	LMR System Reconciliation - Engineering & Re-Racking Services	\$ 174,641	\$ 17,464	\$ 157,177
MSI-6045	ONK	Add ONK Prime Site and ASR	\$ 438,279	\$ 43,828	\$ 394,451
MSI-6040	RIH	Soil Removal	\$ —	\$ —	\$ —
MSI-6031	BHS	Soil Removal	\$ 41,577	\$ 4,158	\$ 37,419
MSI-6042	LPC	Soil Removal	\$ 41,854	\$ 4,185	\$ 37,668
MSI-6041	MDI	Soil Sampling	\$ 10,134	\$ 1,013	\$ 9,120
MSI-6034	RHT	Additional Topography	\$ 3,733	\$ 373	\$ 3,360
Amendment No. 47 Subtotal			\$ 710,217	\$ 71,022	\$ 639,196
Amendment No. 48					
MSI-6064	AGH	Easement Payment	\$ 4,055	\$ 406	\$ 3,650
MSI-6062	TOP	Monopole Painted Neutral Brown	\$ 6,104	\$ 610	\$ 5,494
MSI-6050	LARICS	Core and Site Router/Switch Upgrade	\$ —	\$ —	\$ —
Amendment No. 48 Subtotal			\$ 10,159	\$ 1,016	\$ 9,143
Amendment No. 49 and Amendment No. 59					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	road, etc	\$ —	\$ —	\$ —
MSI-6069	LARICS	Audio Loopback	\$ —	\$ —	\$ —
Amendment No. 49 Subtotal			\$ 110,000	\$ 11,000	\$ 99,000
Amendment No. 50					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System	\$ 13,678	\$ 1,368	\$ 12,310
MSI-6077	PRG	VIAMM Implementation	\$ 38,615	\$ 3,862	\$ 34,754
MSI-6086	BJM/TWR	BJM & TWR Generator Noise Mitigation Engineering Assessment Services	\$ 221,211	\$ 22,121	\$ 199,090
MSI-6079	MML	MML Buried Concrete and Rebar Removal	\$ 101,604	\$ 10,160	\$ 91,444
Amendment No. 50 Subtotal			\$ 375,108	\$ 37,511	\$ 337,597
Amendment No. 51 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,196	\$ 1,120	\$ 10,076
MSI-6096	CCB	Microwave Installation Modification	\$ —	\$ —	\$ —
Amendment No. 51 Subtotal			\$ 11,196	\$ 1,120	\$ 10,076
Amendment No. 52					
MSI-7005	CPK	Road Work for Access	\$ 23,393	\$ 2,339	\$ 21,054
MSI-7007	CPK	Utility Power Provision to CPK Site	\$ 10,966	\$ 1,097	\$ 9,869
Amendment No. 52 Subtotal			\$ 34,359	\$ 3,436	\$ 30,923
Amendment No. 53					
MSI-7003	Various	VIAMM Multiple Site Implementation	\$ 186,594	\$ 18,659	\$ 167,935
MSI-7010	MDI	Utility Power Work	\$ 155,866	\$ 15,587	\$ 140,279
Amendment No. 53 Subtotal			\$ 342,460	\$ 34,246	\$ 308,214
Amendment No. 54					
MSI-7011	RPVT	Utility Power Survey Services	\$ 11,000	\$ 1,100	\$ 9,900
MSI-7012	WMP and WTR	Utility Power Work	\$ 121,895	\$ 12,190	\$ 109,706
MSI-7015	CPK	Subgrade Concrete Structure Evaluation Services	\$ 5,812	\$ 581	\$ 5,231
Amendment No. 54 Subtotal			\$ 138,707	\$ 13,871	\$ 124,836
Amendment No. 55 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 195,638	\$ 19,564	\$ 176,074
Amendment No. 55 Subtotal			\$ 195,638	\$ 19,564	\$ 176,074
Amendment No. 56					
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 56 Subtotal			\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709
Amendment No. 58 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7025	UNIV	Redesign Work	\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 58 Subtotal			\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 59 and Amendment No. 105 (Unilateral Amendment 30)					

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$ 5,282	\$ 528	\$ 4,754
MSI-7044	RPVT	Antenna Powder Coating	\$ 6,874	\$ 687	\$ 6,187
MSI-7051	LAC072	Antenna Powder Coating	\$ 255	\$ 26	\$ 230
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
Amendment No. 59 Subtotal			\$ 15,876	\$ 1,588	\$ 14,288
Amendment No. 63					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 63 Subtotal			\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 64 and Amendment No. 88					
MSI-7064/ MSI-7090	TWR	Survey for SCE Conveyance	\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 64 and Amendment No. 88 Subtotal			\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 77					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
Amendment No. 77 Subtotal			\$ 16,130	\$ 1,613	\$ 14,517
Amendment No. 83					
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 83 Subtotal			\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 86					
MSI-7080	--	LMR DTVRS UHF Information Only Coverage Testing	\$ -	\$ -	\$ -
MSI-7085	GRM	Surveying for Power Easement	\$ 6,197	\$ 620	\$ 5,577
MSI-7084	PMT	Road Maintenance	\$ 5,241	\$ 524	\$ 4,717
MSI-7086	WMP	Road Maintenance	\$ 2,948	\$ 295	\$ 2,653
Amendment No. 86 Subtotal			\$ 14,386	\$ 1,439	\$ 12,947
Amendment No. 88					
MSI-7083	Various	USFS Sites Field Implementation of VIAMM – Ice Shields and Awnings	\$ 15,518	\$ 1,552	\$ 13,966
MSI-7089	BKK	MPLS Reconfiguration	\$ 414	\$ 41	\$ 373
MSI-7091	--	iPASONET Server Replacement	\$ -	\$ -	\$ -
Amendment No. 88 Subtotal			\$ 15,932	\$ 1,593	\$ 14,339
Amendment No. 90, Amendment No. 114, Amendment 115, and Amendment 116					
MSI-7092	UNIV	Fire Suppression System	\$ 60,717	\$ 6,072	\$ 54,645
MSI-5110	UNIV	Fire Suppression System	\$ 22,704	\$ -	\$ 22,704
MSI-5129	UNIV	Fire Suppression System	\$ 11,308	\$ -	\$ 11,308
	UNIV	Fire Suppression System Not-to-Exceed Amount	\$ 20,000	\$ -	\$ 20,000
Amendment No. 90, Amendment No. 114, Amendment No. 115, and Amendment No. 116 Subtotal			\$ 114,729	\$ 6,072	\$ 108,657
Amendment No. 91					
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$ -	\$ -	\$ -
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 91 Subtotal			\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 92					
MSI-7100	SGH, SPH	ACVRS TRO5 Subsystem Addition	\$ 148,376	\$ 14,838	\$ 133,538
MSI-7099	FCCF	Fire Logging Recorder	\$ 4,124	\$ 412	\$ 3,712
Amendment No. 92 Subtotal			\$ 152,500	\$ 15,250	\$ 137,250
Amendment No. 99					
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 99 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 106					
MSI-7106	TPK	DTVRS Antenna Changes to Mitigate UHF DTV Channel 15	\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 106 Subtotal			\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 108					
MSI-7108	BUR1	BUR1 Rollup Generator Outage Work	\$ 3,263	\$ 326	\$ 2,937
Amendment No. 108 Subtotal			\$ 3,263	\$ 326	\$ 2,937
Amendment No. 109					
MSI	TOP	Permit Approval	\$ 2,379	\$ 238	\$ 2,141
Amendment No. 109 Subtotal			\$ 2,379	\$ 238	\$ 2,141
Amendment No. 110					

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7115	CPK-RPVT DPK-RPVT SGH-TWR	Replacement of Three (3) Microwave Links	\$ -	\$ -	\$ -
MSI-7116	SCC	LASD NICE Logging Recorder	\$ 6,600	\$ 660	\$ 5,940
Amendment No. 110 Subtotal			\$ 6,600	\$ 660	\$ 5,940
Amendment No. 111					
MSI-7114	BUR1	BUR1 Rollup Generator Outage Work	\$ 6,904	\$ 690	\$ 6,214
Amendment No. 111 Subtotal			\$ 6,904	\$ 690	\$ 6,214
Amendment No. 112					
MSI-7119	BUR1	BUR1 Roll-up Generator Outage Work	\$ 11,574	\$ 1,157	\$ 10,417
MSI-7120	GRM	GRM Roll-up Generator Outage Work	\$ 5,725	\$ 573	\$ 5,153
Amendment No. 112 Subtotal			\$ 17,299	\$ 1,730	\$ 15,569
Amendment No. 119					
MSI-5117	MMC	MMC HVAC Restoration Work	\$ 29,316	\$ -	\$ 29,316
MSI-5148	CCB	CCB Court Denied Access to FPS Fire Suppression	\$ 900	\$ -	\$ 900
Amendment No. 119 Subtotal			\$ 30,216	\$ -	\$ 30,216
Amendment No. 121					
MSI-5154	MCI	Transient Voltage Suppression Systems (TVSS) Replacement	\$ 1,000	\$ -	\$ 1,000
MSI-5155	MCI	Fire Suppression System (FSS) Inspections	\$ 1,700	\$ -	\$ 1,700
MSI-5156	Universal Studios - Citywalk	Fire Suppression System (FSS) Inspections	\$ 500	\$ -	\$ 500
MSI-5157	Castro Peak	Fire Suppression System (FSS) Inspections	\$ 700	\$ -	\$ 700
MSI-5158	MCI	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$ 2,939	\$ -	\$ 2,939
MSI-5159	Castro Peak	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$ 2,798	\$ -	\$ 2,798
Amendment No. 121 Subtotal			\$ 9,637	\$ -	\$ 9,637
Amendment No. 125					
MSI-5167	FRP	Cummins Generator Service	\$ 2,250	\$ -	\$ 2,250
MSI-5173	Various	DPS Waterbug Monitoring	\$ 12,526	\$ -	\$ 12,526
Amendment No. 125 Subtotal			\$ 14,776	\$ -	\$ 14,776
Amendment No. 127					
MSI-5174	CPK, MCI/SPN	Tower Dish Relocation and Path Re-Alignment	\$ 19,927	\$ -	\$ 19,927
MSI-5186	CPK	Antenna Replacement from Talley	\$ 2,550	\$ -	\$ 2,550
MSI-5178	GRM	Recharge Clean Agent Fire Suppression System	\$ 10,832	\$ -	\$ 10,832
Amendment No. 127 Subtotal			\$ 33,309	\$ -	\$ 33,309
Amendment No. 128					
MSI-5201	CCT	Flynn Air Denied Entry	\$ 850	\$ -	\$ 850
Amendment No. 128 Subtotal			\$ 850	\$ -	\$ 850
Amendment No. 129					
MSI-5200	GRM	Fire Damage Remediation	\$ 140,901		\$ 140,901
MSI-5224	ESR, MML, LPC	Diesel Generator Full Service Preventative Maintenance Work	\$ 20,743		\$ 20,743
Amendment No. 129 Subtotal			\$ 161,644		\$ 161,644
Amendment No. 130					
MSI-5200	CPK	Installation Work for a Microwave Antenna	\$ 5,688		\$ 5,688
MSI-5238	FRP	Installation Work for 4 Microwave Antennas	\$ 139,381		\$ 139,381
Amendment No. 130 Subtotal			\$ 145,069		\$ 145,069
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 4,029,718	\$ 358,021	\$ 3,671,698

Note 1: The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and final resolution of all changes contained in those identified Change Order Modifications.

SCHEDULE OF PAYMENTS
EXHIBIT C.27 - LMR PROCEED ORDERS

Change Order No.	Site ID	Proceed Order No.	Description	Contract Sum - Payable Amount
AMENDMENT NO. 126				
MSI-5164	BUR1	Proceed Order No. 1	Commercial Power Coordination	\$ 2,096
MSI-5163	MCI	Proceed Order No. 2	HVAC System Repairs	\$ 16,609
MSI-5165	CCB/CCT/ POM	Proceed Order No. 3	Cummins Load Bank Test	\$ 6,625
MSI-5166	PLM	Proceed Order No. 4	DSR Extension	\$ 5,215
--	Various	Proceed Order No. 5	MPLS Networking Services	\$ 3,700
Amendment No. 126 Total				\$ 34,245
AMENDMENT NO. 129				
MSI - 5219	SOW	Proceed Order No. 6	Reprogramming and Retuning of DTVRS 700MHz Equipment for the Site-on-Wheels	\$ 2,850
Amendment No. 129 Total				\$ 2,850
AMENDMENT NO. 130				
MSI - 5234	FRP	Proceed Order No. 7	4 Microwave Antennas	\$ 22,123
Amendment No. 130 Total				\$ 22,123
TOTAL FOR ALL LMR PROCEED ORDER AMENDMENTS				\$ 59,218