



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING
Thursday, September 2, 2021 • 9:00 a.m.

Microsoft Teams Meeting*

Link: [Click here to join the meeting](#)

Call-in Number for Board Members and Public:

Telephone Number: (323) 886-6924

Conference ID: 792 046 984#

Los Angeles Regional Interoperable Communications System Authority (the "Authority")

AGENDA POSTED: August 27, 2021

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

*The procedures used for this Teleconference Meeting are permitted pursuant to Executive Order N-29-20 issued on March 17, 2020, by the Governor of the State of California.

MEMBERS:		ALTERNATES:	
1.	Fesia Davenport , CEO, County of Los Angeles	1.	John Geiger , General Manager, CEO, County of Los Angeles
2.	Daryl L. Osby , Vice-Chair, Fire Chief, County of Los Angeles Fire Department	2.	Eleni Pappas , Deputy Fire Chief, County of Los Angeles Fire Department
3.	Alex Villanueva , Chair, Sheriff, County of Los Angeles Sheriff's Department	3.	Eli Vera , Chief, County of Los Angeles Sheriff's Department
4.	Cathy Chidester , Director, EMS Agency, County of Los Angeles Department of Health Services	4.	Kay Fruhwirth , Assistant Director, EMS Agency, County of Los Angeles Department of Health Services
5.	Vacant Seat , The Los Angeles Area Fire Chiefs Association	5.	Vacant Seat , The Los Angeles Area Fire Chiefs Association
6.	Brian Solinsky , Interim Police Chief, City of South Pasadena Police Department	6.	Vacant Seat , The Los Angeles County Police Chiefs Association
7.	Mark R. Alexander , City Manager, CA Contract Cities Association	7.	Marcel Rodarte , Executive Director, CA Contract Cities Association
8.	David Povero , Chief of Police, City of Covina Police Department	8.	Ric Walczak , Captain, City of Covina Police Department
9.	Mark Fronterotta , Chief of Police, City of Inglewood Police Department	9.	Ed Ridens , Deputy Chief, City of Inglewood Police Department
10.	Chris Nunley , Chief of Police, City of Signal Hill Police Department	10.	Brian Leyn , Captain, City of Signal Hill Police Department

OFFICERS:
Scott Edson , Executive Director
Arlene Barerra , County of Los Angeles Auditor-Controller
Keith Knox , County of Los Angeles, Treasurer and Tax Collector
Susy Orellana-Curtiss , Administrative Chief
Beatriz Cojulun , 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. August 5, 2021 – Minutes

Agenda Item A

IV. PUBLIC COMMENTS

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

- Executive Summary

Agenda Item B

C. Project Manager's Report – Justin Delfino

Agenda Item C

D. Joint Operations and Technical Committee Chairs Report – No Report

E. Finance Committee Chairs Report – No Report

VII. DISCUSSION ITEMS (F-I)

F. PSBN Round 2 Implementation and Construction Update – Chris Odenthal

Agenda Item F

G. Frequency and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Agenda Item G



- H. Update on Coastal Commission Sites in the Land Mobile Radio System – Tanya Roth

Agenda Item H

- I. Outreach Update – Lieutenant Sven Crongeyer

Agenda Item I

VIII. ADMINISTRATIVE MATTERS (J-K)

J. APPROVE AN AGREEMENT FOR LAND MOBILE RADIO (LMR) ENGINEERING DESIGN AND RELATED SERVICES

It is recommended that your Board:

1. Find the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter.
2. Approve the LMR Engineering and Design Services Agreement with B&J HBK, Inc., doing business as Brandow & Johnston (B&J), substantially similar in form to the attached Enclosure, for a total not-to-exceed contract amount of \$229,000.
3. Delegate authority to the Executive Director as follows:
 - a. To execute the Agreement substantially similar in form to the attached Enclosure.
 - b. To approve and execute Amendments to the Agreement that do not impact the total not-to-exceed contract amount, the term, or any terms or conditions of the Agreement, provided any such Amendments are approved as to form by Counsel to the Authority.
 - c. To issue Notices to Proceed for work contemplated in the Agreement.

Agenda Item J

K. APPROVE AMENDMENT NO. 75 – UNILATERAL AMENDMENT NO. 14 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO

It is recommended that your Board:



1. Make the following findings with respect to the incorporation of one (1) Change Order Modification for utility power work for one (1) LMR System Site:
 - a. Find that (a) approval of Unilateral Amendment No. 14 to contemplate the changes necessary to reflect the incorporation of one (1) Change Order Modification for utility power work at one (1) LMR System Site, Rancho Palos Verdes Tee (RPVT), is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized on July 11, 2019 at this site, which your Board found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") §§ 15303 (new construction or conversion of small structures) and 15304 (minor alterations to land) for the reasons stated in this Board Letter and as noted in the record of the LMR project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Approve Unilateral Amendment No. 14, in substantially similar form to the Enclosure, to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to incorporate one (1) Change Order Modification at the Rancho Palos Verdes Tee (RPVT) site regarding utility power work, for a cost increase in the amount of \$286,577.
3. Authorize an increase to the Maximum Contract Sum in the amount of \$286,577 from \$289,098,311 to \$289,384,888.
4. Allow for the issuance of one of more Notices to Proceed for the Work contemplated in Unilateral Amendment No. 14.
5. Delegate authority to the Executive Director to execute Unilateral Amendment No. 14, in substantially similar form, to the enclosed Amendment.

Agenda Item K

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT

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



XII. ADJOURNMENT AND NEXT MEETING:

Thursday, October 7, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.



BOARD MEETING INFORMATION

In accordance with Executive Order No. 25-20 on March 17, 2020 by the Governor of the State of California, this Meeting can be conducted via teleconference. Members of the public are invited to participate in the Teleconference meeting via the phone number provided above, and address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) 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 TRADUCCION, 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 MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

Thursday, August 5, 2021 • 9:00 a.m.
Conducted via Microsoft Teams Meeting*

BOARD MEMBERS PRESENT:
Cathy Chidester , Director, EMS Agency, County of Los Angeles Department of Health Services
Brian Solinsky , Chief of Police, City of Inglewood Police Department
Mark Alexander , City Manager, CA Contract Cities Association
Mark Fronterotta , Chief of Police, City of Inglewood Police Department
David Povero , Chief of Police, City of Covina Police Department

ALTERNATES FOR BOARD MEMBERS PRESENT:
John Geiger , General Manager, County of Los Angeles Chief Executive Office
Brad Evans , Alternate Vice-Chair, Battalion Chief, County of Los Angeles Fire Department
Eli Vera , Alternate Chair, Chief, County of Los Angeles Sheriff's Department
Brian Leyn , Police Captain, City of Signal Hill Police Department

OFFICERS PRESENT:
Scott Edson , LA-RICS Executive Director
Susy Orellana-Curtiss , Administrative Deputy
Beatriz Cojulun , LA-RICS Board Secretary

BOARD MEMBERS ABSENT / VACANT:
Fesia Davenport , CEO, County of Los Angeles Chief Executive Office
Daryl Osby , Vice-Chair, Battalion Chief, County of Los Angeles Fire Department
Alex Villanueva , Chair, Sheriff, County of Los Angeles Sheriff's Department
Vacant Seat , The Los Angeles Area Fire Chiefs Association
Chris Nunley , Chief of Police, City of Signal Hill Police Department



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

I. CALL TO ORDER

Alternate Chair, Eli Vera, called the Board meeting to order at 9:00 a.m.

II. ANNOUNCE QUORUM – Roll Call

Board Secretary Beatriz Cojulan took the roll and acknowledged a quorum was present.

III. APPROVAL OF MINUTES (A)

A. July 8, 2021 – Minutes

Alternate Chair Vera asked if there were any questions or comments from the Board. There were no questions or comments.

Board Member David Povero motioned first, seconded by Board Member Brain Leyn.

Ayes 9: Geiger, Evan, Vera, Chidester, Solinsky, Alexander, Povero, Fronterotta, and Leyn.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

V. CONSENT CALENDAR – NONE

VI. REPORTS (B-E)

B. Director's Report – Scott Edson

Long Term Evolution Round 2 (LTE2) Update

Executive Director Scott Edson shared some exciting news with the Board. He announced the Awards Committee Metropolitan Branch of the American Society of Civil Engineers informed the Authority the Los Angeles Regional Interoperable



Communications System (LA-RICS) had been awarded the American Society Civil Engineer Metropolitan Branch Telecommunication Project Award 2021. Executive Director Edson further informed the Board that on June 17, 2021, a virtual awards night banquet was held where the Authority accepted the award; being the only award recipient in the telecommunications category. The Authority and Motorola Solutions, Inc. (Motorola) staff should be very proud.

Executive Director Edson reported to the Board that the Authority is in the final stages of construction with forty-six (46) sites completed and twelve (12) sites remaining for completion. Of the twelve (12) sites, nine (9) sites are currently under construction and half of those are 50% complete. Executive Director Edson went on to explain there are three (3) sites that still have not started construction:

- The MCI - Saddle Peak (SPN) was on the initial site list. The Authority is working to replace SPN with MCI. While the MCI site has experienced recent delays, this site brings great benefits to LA-RICS users and potentially other County members who might want to use the site if they choose to collocate.
- The San Pedro Hill (SPH) site not under construction yet, however a pre-construction walk is occurring today, with construction scheduled to commence work on Monday, August 9, 2021.
- The TOP-RELAY (Topanga Peak-RELAY) site has been accepted for review by the California Coastal Commission and will be submitted to the Environmental Review Board later this month.

Executive Director Edson reported that Motorola has demonstrated great improvement in their performance, although still lacking an agreed upon Integrated Master Schedule (IMS). Executive Director Edson went on to state that much time has been spent with Motorola team on the IMS in an effort to close the gap, with an expectation that both parties will agree on IMS by the next Board meeting. Executive Director Edson informed the Board that prior to acceptance of an IMS, the Authority would ensure that it is feasible and enforceable.

Executive Director Edson closed his report with optimism, indicating that the Authority is still on track for a 2023 Final LMR System Acceptance.

Land Mobile Radio (LMR) Frequency Update

Executive Director Edson informed the Board that Project Manager Justin Delfino would provide more detailed information on Land Mobile Radio Program and what the future holds in his Project Managers report.



Executive Director Edson reported regarding the frequency issue and licensing, the Authority has had promising meetings with the County's Inspector Managers. With their tests, there have been two (2) kinds of interference identified. One being, a weather anomaly that can only be solved with technology. The second was an administrative issue, which may involve action from the Federal Communications Commission (FCC). Executive Director Edson shared the Authority has identified low-level sites that may be added in the future to ensure less impact from the weather interference. The Authority will continue to work with the Internal Services Department (ISD) on other types of interference. Lastly, Executive Director Edson stated that Technical Lead Ted Pao would provide additional details under Agenda Item G.

Coastal Sites Update

Executive Director Edson reported that Catalina sites are currently under construction, despite mistakes by Motorola that required coastal requirement revisions. Executive Director Edson further indicated that Deputy Program Manager Tanya Roth worked with the Department of Regional Planning (DRP) and was able to obtain the revisions in record time, stating that she would provide further details under Agenda Item H.

Outreach

Executive Director Edson informed the Board that a great deal of time was spent working with interoperability agencies during the course of the past month, especially with respect to SoFi Stadium, agencies included the Inglewood Police Department, Torrance Police Department, California Highway Patrol (CHP), and the Federal Bureau of Investigation (FBI). Executive Director Edson stated Operations Chair Lieutenant Sven Crongeyer would provide further information under Agenda Item I.

Administrative

Executive Director Edson spoke to the two (2) Administrative Matters before the Board, one being Agenda Item J which is a Unilateral Amendment for the construction of the SPH site. Agenda Item K is seeking the Board's approval in order to move forward with the real-estate agreement for MCI site as previously mentioned.

Executive Director Edson concluded his report by stating the Authority has wrapped up the Public Safety Broadband Network (PSBN) portion of the project, making the Authority's sites the only area in the nation with a national broadband network that include LTE sites, specifically built for public safety. This will be very beneficial, should a large earthquake or any other disaster hit the region. Lastly, Executive Director Edson referred the Board to Agenda Item F, in which Project Director Chris Odenthal would provide further information.



Executive Director Edson thanked the Chair and Board members and concluded his report.

There was no further discussion.

C. Project Manager's Report – Justin Delfino

LMR PROGRAM CONSTRUCTION OVERVIEW

Program Manager Delfino provided an update on the construction overview and shared some recent successes on the LMR Program.

Program Director Delfino shared an LMR Network diagram (map).

Open and Active Sites:

Program Manager Delfino read off a list of active construction sites:

- LMR is currently working under the UASI 19' Grant. There are twelve (12) active sites all making good progress. The sites all have shelters built, and towers are up, generators and fuel tanks are installed as well. Eight (8) of the twelve (12) sites have towers erected: Burnt Peak (BUR1), Pine Mountain (PMT), Rancho Palos Verdes TEE (RPVT), Green Mountain (GRM), Mount Lukens-2 (MTL2), Universal (UNIV), Black Jack Peak (BJM), East Sunset Ridge (ESR), Los Angeles County Fire 072 (LACF072), Tower Peak (TWR), Dakin Peak (DPK) and Frost Peak (FRP).
- SPH Pedro Hill (SPH) is a new site scheduled to start Monday, August 9, 2021.
- Only two (2) sites remain to start construction, TOP-RELAY and SPN, or its potential replacement MCI.
- Total sites remain at 58 sites.

Notable July successes on the LMR Program:

- Inter Sub-System Interface (ISSI) connection through Interagency Communication Interoperability (ICI) was again successfully tested at SoFi Stadium for a Chargers practice event.
- Significant progress has been made with the turn-up of 700 MHz layer. For example, the East Cell (less ESR) and South Cell (less SPH and RPVT) are now on.
- Motorola was recognized by the designated Catalina Conservancy representative for their efforts on Catalina thus far.
- Progress on schedule and contract delay language alignment with Motorola.



- Zero recordable injuries to date. In regard to Safety, a special thank you to Captain Dougherty for his quick actions and coordination during the Antonio Fire, which broke out in the immediate vicinity of the ESR site. Using the LA-RICS radio system, Captain Dougherty was able to connect the LA-RICS Project Manager with the County of Los Angeles Fire Department (LACoFD) dispatch. The crew onsite was able to receive directions and safely evacuated the area on August 3, 2021.

SAA's:

Program Manager Delfino informed the Board that all site access agreements are complete.

Open Issues Unresolved:

Program Manager Delfino reported the following:

- The IMS submission of June 15, 2021, shows August of 2023 for acceptance, however Motorola immediately updated the IMS on July 13, 2021, with a new LMR system completion date of October 2023. Motorola explained the unilateral extension was made due to current projections for approval by the California Coastal Commission (CCC) for TOP-RELAY. Fortunately, the Project Team has already identified a viable solution to recover significant time. The Project Team would submit the project to plan check while the project completes its review at the CCC/DRP concurrently. The Project Team has planned to implement the change, as well as solidify the IMS, also to accept the IMS and work acceptance certificate, which Motorola recently submitted for.
- Motorola currently has its contractor's license suspended and has explained that their license will be reinstated shortly. The issue has not yet affected production on the Program.
- The surety company remains involved in reviewing contractor default claims.
- An agreement is needed in order to resolve warranty issues brought on by the phased system cut-overs, which is a different methodology than was planned by Motorola. The Authority and Motorola are actively working to resolve the warranty issues and contemplate amending the Agreement to incorporate the phased sub-system turn-over's.

Areas of Improvement:

Program Manager Delfino further reported that "Areas of Improvement" is a new category that is being reported on and is not an indication that all issues are completely resolved:



- Schedule – as previously stated by Executive Director Edson regarding the IMS, Motorola and the Authority plan to reach agreement by the Board's next meeting.
- Existing contract language regarding "delay" was an item of interest when the Authority met with Motorola two (2) weeks ago. The Authority and Motorola met with the intent of vetting out and gain alignment on what is considered a qualifying "delay," and how such delays should be properly managed under the Agreement.
- Change Order processing – the Authority previously reported problems in this facet of the Program. However, since the last Board meeting, Motorola has improved the amount of back-up provided to support change order requests. Unilateral agreements are issued when both parties are not able to reach agreement for lump-sum Method B change order requests. More Unilateral changes have recently been issued to Motorola as a result of non-mutual agreement on certain change orders.
- Contractor productivity – Motorola's subcontractors are working at a more continuous rate on the current projects, than in past performances, and are tracking closer to schedule projections than previous project efforts.

Featured Site:

With respect to the FRP site, Program Manager Delfino reported that for approximately six (6) months, as of November of 2020, the Authority experienced no productivity at the site. As a result, the Project Team has been working vigorously to avoid the planned shut-down for winter ski season at the site, which is situated at the Mountain High Ski Resort.

- Site is at risk and near critical path. Critical inspection for green tag is scheduled for August 9, 2021.
- Roof on shelter, interior build, grounding and site electrical installed currently, but require additional work to be completed prior to November's shut-down.

This concluded the report on Agenda Item C from Program Manager Delfino. There was no further discussion.

D. Joint Operations and Technical Committee Chairs Report – Ted Pao and Sven Crongeyer

Operations Committee Chair Lieutenant Crongeyer provided the report on behalf of the Joint Operations and Technical Committees, informing the Board the Joint Operations and Technical Committees intent to draft a Memorandum of Understanding (MOU) between ICI Radio System and LA-RICS regarding the management of new ISSI connection. Operations Committee Chair Lieutenant Crongeyer went on to report how



the MOU will layout the ground rules for agencies using this link and will establish protocols for coordinating its use by deputies, officers, and dispatch centers.

This concluded the report on Agenda Item D from Operations Committee Chair, Lieutenant Crongeyer. There was no further discussion.

E. Finance Committee Chair Report – No Report

VII. DISCUSSION ITEMS (F-I)

F. PSBN Round 2 Implementation and Construction Update – Chris Odenthal

Program Director Chris Odenthal provided an overview of the PSBN Round 2 project, which he indicated was progressing very well and should be wrapping up Pomona Courthouse 2 (POM2) in the near future. Program Director Odenthal reported there had been a pause in activity at this site caused by the triggering of a fire alarm, which caused an evacuation, which now requires a report on why it occurred. The Authority will be meeting onsite with the Judicial Council of California (JCC), in an effort to resolve the issue and the POM2 completion in approximately ten (10) days. Program Director Odenthal informed the Board that this is the only PSBN Round 2 site pending completion, explaining that all other sites are either completed, have been accepted by AT&T, or have power to be delivered by the end of the month by Southern California Edison (SCE).

This concluded the update on Agenda Item F by Program Director Odenthal. There was no further discussion.

G. Frequency and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Lead Engineer Ted Pao reported that since his last report on the interference issue, the Technical Working Group has continued to perform spectrum interference monitoring at selected LA-RICS sites in order to validate the spectrum fingerprinting reports. Lead Engineer Pao stated the data collected is tabulated and plotted to determine noise floor conditions at these sites. The long-term recording of the spectrum has provided the Working Group with a better understanding of the spectrum issues at these sites. Lead Engineer Pao explained the team is able to differentiate a weather-related interference, such as ducting, or a nearby interference. In addition, the collected data is providing further understanding on the characteristics of the ducting. Lead Engineer Pao went on to say that with a better understanding of this issue, it would assist the Working Group in the future to assess the impact to the system and any mitigation strategy. The data collection activity is expected to wrap up in next ten (10) to fourteen (14) days. This concluded the Interference report.



Lead Engineer Ted Pao provided a brief report on licensing and reported the Authority's UHF application status has not changed since the last report and the status remains at seventy-nine (79) licenses issued with fourteen (14) applications still in pending.

This concluded the report on Agenda Item G by Lead Engineer Ted Pao. There was no further discussion.

H. Update on Coastal Commission Sites in the Land Mobile Radio System –
Tanya Roth

Deputy Program Manager Tanya Roth provided highlights on the progress of the Coastal sites: TOP-RELAY, Catalina and MCI.

Deputy Program Manager Roth reported a follow-up to the development of the TOP-RELAY Coastal application submitted to the Department of Regional Planning (DRP) in early June 2021, a site walk was conducted on Thursday, July 22, 2021, with the DRP planner, biologists, Authority staff, and Motorola representatives. Deputy Program Manager Roth explained the site walk provided the Project Team with a small handful of takebacks, however as of this past Tuesday, August 3, 2021, all items have been addressed and the Authority is awaiting formal comment from DRP. Deputy Program Manager Roth informed the Board that based on the conversation during the site walk; the Authority does not expect any controversial or significant issues related to the application package for this site.

Deputy Program Manager Roth also provided an update on the Catalina Sites, reporting that all three (3) amendments to the Coastal Development Permit (CDP) were issued in July 2021, which added an additional access route to the approved permits for each site originating from Two Harbors. Deputy Program Manager Roth explained this was required for the heavy and tracked vehicles as the roads through and around Avalon could not accommodate those vehicles and once the permits were issued, Motorola deployed three (3) drill rigs to the island one for each site. Traveling at one (1) mile per hour the journey to each site took one (1) to three (3) days.

Deputy Program Manager Roth also reported to the Board that there has been a fair share of mechanical breakdowns between water trucks and drill rigs at the sites. However, as of the morning of Deputy Program Manager Roth's report, TPK and DPK were actively drilling, while crews work to repair the drill rig at the BJM site.

Deputy Program Manager Roth concluded her report by providing some exciting news regarding the MCI site. Following the Letter of Intent (LOI) executed in June between the Authority and the MCI site owner, which stipulated terms and conditions of a long term tenancy at MCI, including gratis monthly rent, staff immediately commenced



discussions with the owner to transition the agreed terms and conditions on to a Site Access Agreement (SAA), which was presented today for the Board's consideration under Agenda item K. Deputy Program Manager Roth informed the Board how this was a stellar example of a private landlord being a true partner to the Authority and the region's public safety mission. Deputy Program Manager Roth also reported to the Board that once a vendor is contracted for Design and Engineering Services, which is on the horizon, the Authority would commence developing engineering drawings and a CDP submittal package for this site. Authority staff is currently on track for an early September 2021 formal engagement of a Notice to Proceed (NTP) for these design services. Lastly, Deputy Program Manager Roth reported that per consultation with the CDP earlier this year, the California Coastal Commission (CCC) process for MCI is expected to be administrative, thereby significantly reducing processing time for CDP issuance.

This concluded the update on Agenda Item H by Deputy Program Manager Roth. There was no further discussion.

I. Outreach Update – Sven Crongeyer

Operations Committee Chair Lieutenant Crongeyer provided the June Outreach Update.

Operations Committee Chair Lieutenant Crongeyer updated the Board on the ISSI connection with the ICI Radio System, which has greatly expanded the Authority's interoperable capabilities. This connection has been especially beneficial for the South Bay agencies assisting the Inglewood Police Department with SoFi Stadium operations. Operations Committee Chair Lieutenant Crongeyer reported that over this last month, the Authority spoke with the FBI to discuss radio interoperability and potential onboarding. Additionally, the Authority held discussions with city coordinators for the cities of Hawaiian Gardens and La Mirada to discuss their communication needs, including their desire for continued interoperability with the County of Los Angeles Sheriff's Department (LASD).

Operations Committee Chair Lieutenant Crongeyer also reported that the Authority spoke with the CHP to discuss interoperability as well as the possibility of onboarding CHP officers onto the LA-RICS LMR System.

This concluded the update by Operations Committee Chair Lieutenant Crongeyer.

Board Member Mark Alexander stated that a few of the cities Operations Committee Chair Lieutenant Crongeyer mentioned were Contract Cities, and inquired if there was interest primarily in connecting to the system with their public work's needs? Operations Committee Chair Lieutenant Crongeyer responded that yes, that it could



be public works, parking control, or any other city functions where they are currently interoperable with LASD. Operations Committee Chair Lieutenant Crongeyer mentioned that many of these Contract Cities have LASD radios and currently communicate with LASD on their tactical frequencies and would like to continue to do that and intend to transition over to LA-RICS.

Board Member Alexander indicated that he previously asked the Authority regarding the possibility of scheduling a presentation to the Contract Cities, which he understands is currently being worked on and looks forward to such presentation.

Board Member Fronterotta took a moment to thank the team for their efforts and current activities with the South Bay, Inglewood, and CHP.

This concluded the report on Agenda Item I. There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (J-K)

J. APPROVE AMENDMENT NO. 65 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATION SYSTEM LAND MOBILE RADIO SYSTEM

Contracts Manager Jeanette Arismendez presented Agenda Item J.

Contracts Manager Arismendez recommended the Board make those certain CEQA findings as stipulated in the Board Letter package as it related to the work contemplated in Amendment No. 65 / Unilateral Amendment No. 4 (Unilateral Amendment No. 4), to the LMR Agreement. Approval of the Unilateral Amendment is necessary to reconcile certain Phase 2 (Site Construction and Site Modification) activities and allow construction to commence at the San Pedro Hill (SPH) site. If approved by the Board, the Work would result in a cost increase in the amount of \$945,937 which would be funded by the UASI 19' Grant.

Contracts Manager Arismendez provided background regarding the SPH site disclosing that SPH was solely intended to be a tenant improvement site, whereby Motorola planned to re-use as much of the existing site infrastructure as possible within the site compound. However, that initial plan was abandoned in 2018, and has since been drastically changed because the existing infrastructure did not meet public safety grade standards and all new infrastructure needed to be installed. The new infrastructure includes, but is not limited to:

- New Shelter
- Four (4) 5-ton HVAC units
- Dry-type fire suppression system in the new shelter
- A new emergency backup system



Contracts Manager Arismendez asked if anyone had any questions pertaining to the site build, Program Director Chris Odenthal could provide further detailed information.

Contracts Manager Arismendez requested the Board to authorize:

- An increase to the Maximum Contract Sum in the amount of \$945,937, from \$287,738,017 to \$288,683,954.
- Allow for the issuance of one of more Notices to Proceed for the Work contemplated.
- Delegate authority to the Executive Director to execute Unilateral Amendment No. 4, in substantially similar form, to the Amendment enclosed with the Board Letter package.

This concluded Agenda Item J presented by Contracts Manager Arismendez. There was no further discussion.

Alternate Chair Vera asked if there was a motion to approve.

Board Member Alexander motioned first, seconded by Board Member Cathy Chidester.

Ayes 9: Geiger, Evan, Vera, Chidester, Solinsky, Alexander, Povero, Fronterotta, and Leyn.

MOTION APPROVED.

K. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR A LAND MOBILE RADIO SYSTEM SITE WITH SADDLE PEAK COMMUNICATIONS

Deputy Program Manager Roth informed the Board that staff has been actively engaged on a new site, MCI, as previously presented to the Board for last several months in the Executive Director's Report and the Coastal Sites Update.

Deputy Program Manager Roth went on to say that, MCI is a privately owned parcel owned by Saddle Peak Communications and contains an antenna farm with assorted communications sites, which is also adjacent to an American Tower owned parcel. The MCI Site unexpectedly became available to the Authority when the property owner informed staff that an existing 70-foot lattice tower and 700 square foot shelter, located adjacent to the LMR SPN site, and on the same parcel, would soon be abandoned by the current tenant. Deputy Program Manager Roth also stated the Authority had an



incredible opportunity to take an advantage of an existing 70-foot lattice tower, as a swap for the currently designed SPN site that contemplates two (2) new structures, each for a maximum of 18-feet. Authority staff engaged immediately in design assessments and SAA negotiations with the owner, a private ownership based out of Montana.

Deputy Program Manager Roth informed the Board that entering into the proposed SAA would provide the Authority with license to use a portion of the property as an LMR communications site. The licensed MCI site would include all necessary space and easements for access and utilities to improve, construct, install, operate, maintain and repair LMR communications facilities.

Deputy Program Manager Roth further informed the Board that LA-RICS' use of the site will be on a gratis monthly lease basis, but will include a \$10,000 onetime payment to the owner, which is covered by the Grant. This will reimburse owner for their cost including, but not limited to, any review of permits, drawings, plans, and use of owner staff required to escort and allow grant access to the Authority and its staff. Further, the grand plan for MCI contemplates the County to negotiate and execute a separate lease with the landowner to allow for LASD's use of the site for other County equipment at a lease cost of \$4,000 a month. Deputy Program Manager Roth reported that this cost is less what the County is paying for LASD installation on the adjacent American Tower site, which has been troubled with deferred maintenance and lack of back-up generator power. The intent is for the LASD to end their month-to-month arrangement with American Tower and commence a new lease collocating at the MCI facility. Deputy Program Manager went on to say the MCI owner is enthusiastic to welcome LASD and the County to their facility and in June issued a Letter of Intent (LOI) to LASD formalizing their willingness to enter into a Site Lease Agreement with the County. Deputy Program Manager stated that if the County and Saddle Peak Communications are not able to reach a Lease Agreement for this site, the Authority will not proceed with the MCI site.

Deputy Program Manager Roth informed the Board that delegated authority is requested to execute the Agreement in substantially similar form as attached to this Board letter, granting approval for the execution of this proposed agreement will assist in making the goal of interoperable communications in the County of Los Angeles a reality.

Deputy Program Manager Roth recommended the Board take the following actions:

1. Find that the approval and execution of the SAA with Saddle Peak Communications for LMR Site MCI to allow the design, construction, implementation, operation and maintenance activities for the LMR System at Site MCI are categorically exempt from the California Environmental Quality Act



(CEQA) pursuant to sections referenced in the Board Letter and noted in the record of the public. Further, find that any leased circuit work that might occur outside of site MCI, if needed, to provide network connectivity to the LMR System is categorically exempt under CEQA, under sections referenced in the Board Letter and also noted in the record of the Project.

2. Authorize the Executive Director to complete negotiations, finalize and execute the real estate agreement identified in the Board Letter, substantially similar in form to the agreement in Enclosure 1.

This concluded Agenda Item K presented by Deputy Program Manager Roth.

Board Member Alexander asked what would be the proposed term of the lease agreement; if there would be options for extension; and would there be set criteria by which MCI could terminate the agreement? Deputy Program Manager Roth responded that yes, the term is being finalized and the discussion of the item between nine (9) to fifteen (15) years. The owner is also agreeable to extensions terms, which can be written into the original agreement. As far as to the owner being able to terminate the agreement, it would just be in the instances of default of the terms and conditions by LA-RICS.

Alternate Board Chair Geiger asked if the owner is amenable to extensions beyond that timeframe, would writing it into the agreement unilateral extension options, if it could be exercised on the Authorities behalf without further negotiations? Alternate Board Chair Geiger further stated that he would like it to be secured with an option to unilaterally exercise. Deputy Program Manager Roth stated she would have to review the agreement language, but she believes the language has been discussed, and pre-stating those extension terms would be upon notice to the owner, as well as acknowledging Board Member Geiger's advice.

Roberto Saldana, Counsel to the Authority, responded the Authority is contemplating three (3) five (5) year options, which currently exist in the agreement. If the Board suggests more options and the owners are amicable, there would be no issues to include them.

There was no further discussion.

Alternate Chair Vera asked if there was a motion to approve.

Board Member Alexander motioned first, seconded by Board Member Geiger.

Ayes 9: Geiger, Evan, Vera, Chidester, Solinsky, Alexander, Povero, Fronterotta, and Leyn.



MOTION APPROVED.

IX. MISCELLANEOUS – NONE

X. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD – NONE

XI. CLOSED SESSION REPORT

The Board entered into Closed Session at 9:38 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 10:00 a.m., Counsel Truc Moore stated the Board was back in open session and the Brown Act did not require a report.

XII. ADJOURNMENT AND NEXT MEETING:

Alternate Board Member Vera called for a motion to adjourn.

The Board meeting adjourned at 10:01 a.m., and the next meeting will be held on Thursday, September 2, 2021, at 9:00 a.m., via Microsoft Teams / Teleconference Meeting.

Executive Summary

September 2, 2021

LTE Update




- PSBN Round 2 – Sites 1-20 have been complete since Summer 2020. For all sites, there were no recordable injuries, labor compliance violations, nor environmental findings on the build-out. Regarding Sites 21-26, the Authority has completed all builds except for the installation at the Pomona Court House (POM2), which is now planned for completion by the end of September due to the pause created with the building alarm being triggered during work at the site (impacted site escorts, review of cause memo, and two-week notice of return-to-work). There remains only two weeks of work required for completion. Closeout materials for the five (5) sites constructed are assembled and are under review by FirstNet/ AT&T Corporation (AT&T) for acceptance. The Authority and its contractors are poised to bolster improved AT&T/ FirstNet coverage in the region with the delivery of public safety grade LTE sites in 2021.

LMR Update

- Phase 2
 - Building Permit(s) Total site count remains at fifty-eight (58) sites for the LA-RICS LMR Network. Topanga Peak RELAY (TOP-RELAY) has been submitted for consideration to the County of Los Angeles Department of Regional Planning on behalf of the California Coastal Commission. Site Saddle Peak (SPN) is currently under review by Los Angeles County Department of Public Works (DPW).
 - Motorola submitted the Integrated Master Schedule (IMS) July 13, 2021 DD on July 28, 2021, with a finish date shown as October 05, 2023.
 - Below is a breakdown of site progress:
 - Nearing the Phase 2 and Phase 4a completion:
 - Loop Canyon (LPC), Portal Ridge (PRG), Whitaker Middle Peak (WMP), Magic Mountain Link (MML)
 - Started construction in the last month:
 - San Pedro Harbor (SPH) (August 09, 2021 started)
 - Sites remaining to start construction Saddle Peak (SPN)/MCI, TOP-RELAY.
- Phase 4 – Optimization and Closeout
 - Eleven (11) cells are on the air
 - Cutover plans are currently being developed and integrated into the IMS.
 - ISSI connection has been successfully tested and used with Torrance and Inglewood using LA-RICS and ICI.
 - Twenty-three (23) sites have undergone the Phase 4 audit and the corresponding closeout books were submitted to LA-RICS for record.

LMR SITES



Sites Phase 2 Not Started (3)	
Sites Under Construction (14)	
Sites Phase 4a Ready (41)	

AGENDA ITEM B

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced / Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$35,000,030	\$ 35,000,030	\$-	5/31/21
UASI 19	\$35,000,000	\$34,936,591*	\$ 2,023,439	\$63,409	5/31/22
UASI 21	\$2,000,000			\$2,000,000	3/31/22
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0	9/30/20

* Costs incurred, NTP Issued and / or line item included in approved Spending Plan.

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

Events of September 11, 2001 highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs and most agencies utilize separate radio towers, equipment, and radio frequencies. LA-RICS is designed to address each of these concerns.

Currently, there is duplication of systems which leads to increased costs while continuing to inhibit first responders' ability communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project vision is to provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their communities. To accomplish this vision, the program is implementing a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled, and the current infrastructure utilized wherever practical.

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. All sites in both the LMR and LTE augmentation comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) for each of the LMR and LTE projects:

- Phase 1 - System design
- Phase 2 - Site construction and modification
- Phase 3 - Supply telecommunication system components
- Phase 4 - Telecommunications system implementation
- Phase 5 - Telecommunications system maintenance

Location:

2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Project Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc.
LTE - Motorola Solutions, Inc., David Evans
& Associates, Metrocell, Inc., Diversified
Communications, Inc, Motive Energy, Inc.
and Jitney, Inc.



Monthly Report No. 112

August 2021

Submitted August 26, 2021

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AGENDA ITEM C

LTE UPDATES

Operations/Governance

- The LA-RICS Operations team is holding meetings three (3) times a week to focus on the following:
 1. Manage network migration from LA-RICS PSBN to AT&T FirstNet
 2. Ensure internal LA-RICS operational aspects are in place
 3. Develop and Implement Policies

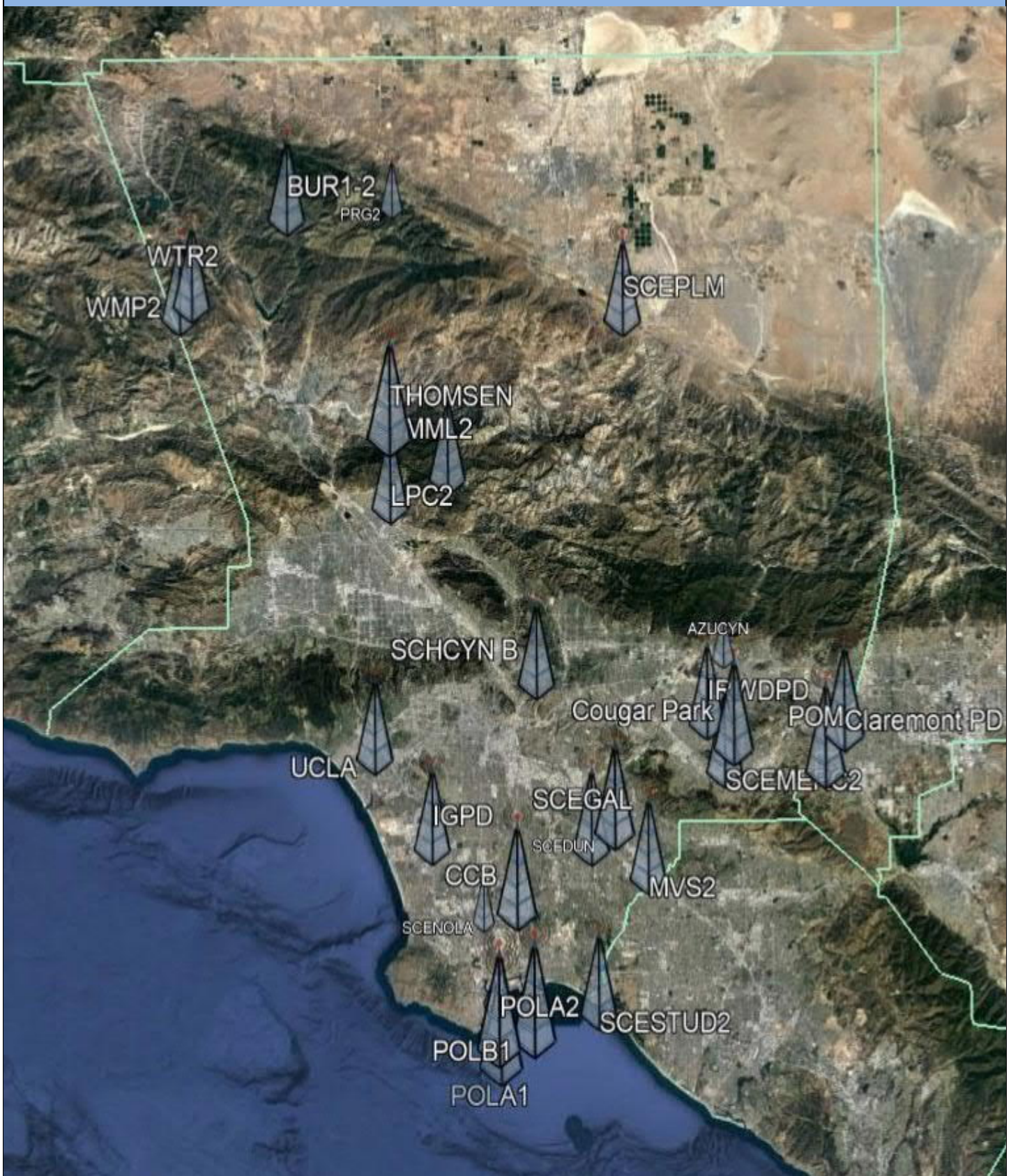
Special Events

- No new activity.

LTE Round 2 Updates

- July and August 2021 saw progress in the way of power activation for PRG2, Montebello PD and LPC2 while WMP2, WTR2 and SCESTUD are all expected to be activated in September 2021. Sites 21-26 have been completed except for one (1) site; POM2, which was slated for completion at the end of July, however the project completion date has been extended due to the accidental triggering of a building fire alarm that forced a building evacuation during operating hours. Work has been suspended at the site until the Judicial Council of California (JCC) agrees to restore contractor access. The JCC has requested a list of policy changes that will guarantee that such an event is not be repeated. At this time we anticipate that the JCC will lift the site access restriction in the month of September, since the list of policy changes was provided and are now enacted. The POM2 site is approximately 98% complete. The POLB1 site will not be constructed by LA-RICS. The design work for POLB1 and construction plans will be delivered to FirstNet AT&T at the time of turn-over for sites 21-26.
- There are no safety issues to report on in this period.
- There are no labor compliance issues to report in this period.
- There are no environmental compliance issues to report in this period.

LTE2 SITE MAP



LMR UPDATES

Environmental Update

- Jacobs continued full-time MMRP monitoring effort in this period. Motorola has not substantially improved its' ability to forecast work that requires advanced planning measures adhered and, or advanced landlord notification., While blatant mis-scheduling of work has become less frequent, it has not yet been eradicated from the Ph.2 effort, which directly impacts the MMRP efforts, since monitors are required onsite for certain work. An example of the issue is when MSI cancels work on short notice (less than the stipulated and mutually agreed notification period of 48 hours) resulting in LA-RICS monitors dispatched to sites with no activity. Motorola received formal correspondence from LA-RICS demanding that MSI discontinue late cancelations, no shows, and early dismissal of work so that site monitors aren't misdirected and so that work proceeds on a continual basis. An additional formal notification including a request for reimbursement was transmitted to Motorola. Since that time there has been mild improvement in attendance for scheduled work as noted above.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,611 persons as of August 17, 2021.
- The Project Team has continued to support development of and review of MSI's coastal development permitting documents and pre-con plans and checklists for sites going into construction.
- Two new NOEs (one each for sites MCI and SPH) were filed as a result of actions taken during the August Board meeting.

Permitting Support

- There are two (2) building permits yet to be received, one (1) building permit that is under review by the Department of Regional Planning (DRP) for Coastal Commission approval, RELAY and another, MCI that has yet to be submitted. Fifty-nine (59) building permit applications have been made to date (AGH, APC, BHS, BJM, BKK, BMT, BUR1, CCB, CCT, CITYWLK, CLM, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LAN, LARICSHQ, LASDTEM, LDWP243, LPC, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPVT, SDW, SGH, SPH, SPN, TOPRELAY, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR).

Site/Civil

- All site access agreements (SAA's) are completed and have been transmitted to MSI.
- 58 sites in Network, 47 sites completed through Ph.4a.
- Only 2 sites remain to start, the MCI site and the RELAY installation.
- Over 34 sites have normal power on and are optimized at site level by MSI.
- The special burn permit request for welding the tower structural improvements at ESR was approved by the US. Forest Service and the work is now scheduled to take place at the close of August.
- The "Project Schedule" will be formally accepted once the Work Acceptance Certificate (WAC) originally submitted for the 6/15/2021DD IMS, is red-lined by the Authority to address the list of caveats listed on the WAC.. Specifically, the Authority struck the 6/15/2021DD and instead listed the 7/13/2021DDv10 as the schedule for acceptance. The finish date shown on the 7/13/2021DD IMS shows a Final System Acceptance date as October 5th, 2023. The Authority believes that the finish date of the Program may finish sooner if the review and approval of TOPRELAY finishes sooner than currently forecasted and MSI follows the Authority's request to concurrently submit for building permit with LA County Department of Public Works instead of waiting for the completion of the Coastal Permitting process.

Network

- Frequency usage, narrow-banding, Agency cut-over process, and cut-over duration remain focal items for the LMR Program Ph.4 Teams. All forecasted dates have been forwarded to Motorola for IMS updates, which are included in the 7/13/2021 IMS. . System interference on Ch. 16, is still being investigated by the Sheriff's Department and ISD along with the technical leads from the LA-RICS Project Team. The coordination between LASD, MSI, and LA-RICS is critical to ensure that frequencies are available for testing and operating the Analog Conventional System (ACVRS) particularly. In July 2021 the ISSI connection to the ICI system was again successfully tested, connecting South Bay ICI users with LA-RICS during an event at SoFi Stadium. MSI has made considerable progress on the turn-up of 700Mhz Cells for optimization and have reported that they are on schedule for the turnover of the first subsystem, NMDN Ph.1, in July 2023. The Authority and MSI have negotiated modifications to the Agreement, most notably to the existing warranty language, so that the agreement aligns with the new phased system acceptance approach brought on by the Ch.15 interference constraint.
- The LMR Site Map is shown below.

LMR SITE MAP





**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

September 2, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

PSBN ROUND 2 IMPLEMENTATION AND CONSTRUCTION UPDATE

The purpose of this discussion item is to provide an update on the Public Safety Broadband Network (PSBN) Round 2 deployment.

CO:mbc

Enclosure

AGENDA ITEM F

LA-RICS PSBN SITE DEPLOYMENT
Week of 08/23/2021

Site ID	Type	GC	City Planning	MISC Permit HDP /CP	Building Permit Rec'd	SAA Exec	Site Construction Start	Tower Delivered	Tower Construction Complete	Lines & Antennas Complete	Equipment Installation Complete	Site Construction Finish	Close Out	Comments
MML2	Colo	MSI	NA	NA	5/21/2020	LA-RICS Completed AT&T 7/9/2021	7/31/2020	NA	11/20/2020	11/27/2020	11/30/2020	11/30/2020	9/30/2021	Waiting on power trenching to complete power connection.
MNTBLPD	Pole	Diversified	NA	NA	9/11/2020	Complete	9/28/2020	8/21/2020	10/16/2020	11/27/2020	11/30/2020	11/30/2020	8/11/2021	Site complete
POLA1	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	2/5/2021	10/6/2020	3/5/2021	9/15/2021	Power complete.
POLA2	Pole	Jitney	7/30/2020	CP = Approved HEP = Approved	7/31/2020	Complete	8/10/2020	8/29/2020	8/29/2020	10/6/2020	10/6/2020	4/19/2021	7/30/2021	LA-RICS scope complete. Waiting on final power and transport easements between AT&T and Fenix Terminal.
POM2	Roof	Motive	NA	NA	12/23/2020	Complete	2/1/2021	NA	NA	3/12/2021	6/18/2021	9/30/2021	10/15/2021	2.5 Weeks to forecasted substantially complete construction.
POLB1	Pole	Motive	8/20/2020	Complete	9/18/2020	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	Pending - See Comments	CX awaiting AT&T Lease negotiation approved.

Legend	
	Completed
	Forecasted - Scheduled



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SCOTT EDSON
EXECUTIVE DIRECTOR

September 2, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

**FREQUENCY AND LICENSING ISSUES IMPACTING LAND MOBILE
RADIO DEPLOYMENT**

The purpose of this discussion item is to update your Board on the frequency interference as well as frequency licensing issues impacting the Land Mobile Radio System deployment.

TP:mbc

AGENDA ITEM G



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

September 2, 2021

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

UPDATE ON COASTAL COMMISSION SITES IN THE LAND MOBILE RADIO SYSTEM

The purpose of this discussion item is to provide an update on key milestones for the Land Mobile Radio (LMR) System sites within the Coastal Zone.

TOP--RELAY: Comments were received from the Department of Regional Planning (DRP) Planner on August 12, 2021 and from the DRP Biologist on August 17, 2021. The project team is working to address all items, the most significant being DRP's request for the Authority to replace all fencing of the Water Works compound. Once comments are thoroughly addressed and the package is deemed complete, the public hearing process will begin with the Environmental Review Board (ERB) followed by Regional Planning Commission.

MCI: Upon Notice to Proceed (NTP) issuance to an Engineering Design and Related Services vendor, work towards the Program's final site in the Coastal Zone will commence. As reported in previous Coastal updates, the Coastal Development Permit (CDP) process for MCI is expected to be administrative, thereby significantly reducing processing time for CDP issuance.

TR:mbc



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SCOTT EDSON
EXECUTIVE DIRECTOR

September 2, 2021

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 Public Safety Broadband Network (PSBN) and Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

Municipality	Meeting Date
Weekly Outreach Series	August 9, 2021
IPSA Board of Directors	August 12, 2021
LA-RICS and CRIS Introduction	August 16, 2021
IAPC Communications and Technology Committee – Monthly Meeting	August 18, 2021
Weekly Outreach Series	August 23, 2021
Weekly Outreach Series	August 30, 2021
Technology Policy Council – Cross Committee Meeting	August 31, 2021

Authority staff met weekly to discuss new outreach opportunities and followed up on those in progress.

Authority staff met with CalOES in an ongoing effort to discuss early deployment opportunities, as well as a possible ISSI or virtual ISSI interoperable connection with the State system.

The Executive Director is a member of the IACP Communications and Technology Committee and attends monthly meetings to stay current on communications technology, policy and procedures.

AGENDA ITEM I

Authority representatives continued discussions with a members of the California Highway Patrol (CHP) to plan for radio interoperability and the possibility of onboarding with LA-RICS.

The Inglewood Police Department has been testing LA-RICS during SoFi Stadium events with success, including a recent NFL football game with the stadium at near capacity.

Authority staff has been in touch with communications managers at the Federal Bureau of Investigation (FBI) to discuss needs, and interoperability with the County of Los Angeles Sheriff's Department (LASD) and other departments in the region. The FBI is currently assessing how many subscriber IDs they would need.

The County of Los Angeles Office of Emergency Management plans to program their radios with LA-RICS subscriber IDs at their next reprogramming.

Authority staff reached out to the City of Paramount to discuss migration to LA-RICS. They are preparing to purchase new radios that will be compatible with LA-RICS.

SC:mbc



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SCOTT EDSON
EXECUTIVE DIRECTOR

September 2, 2021

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

Dear Directors:

APPROVE AN AGREEMENT FOR LAND MOBILE RADIO (LMR) ENGINEERING DESIGN AND RELATED SERVICES

SUBJECT

Board approval is requested to approve an Agreement with B&J HBK, Inc., doing business as Brandow & Johnston (B&J) for LMR Engineering Design and Related Services and delegate authority to the Executive Director to execute the Agreement, in substantially similar form to the enclosed LMR Engineering Design and Related Services Agreement, for a not-to-exceed amount of \$229,000.

RECOMMENDED ACTION

It is recommended that your Board:

1. Find the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter.
2. Approve the LMR Engineering and Design Services Agreement with B&J HBK, Inc., doing business as Brandow & Johnston (B&J), substantially similar in form to the attached Enclosure, for a total not-to-exceed contract amount of \$229,000.
3. Delegate authority to the Executive Director as follows:
 - a. To execute the Agreement substantially similar in form to the attached Enclosure.
 - b. To approve and execute Amendments to the Agreement that do not impact the total not-to-exceed contract amount, the term, or any terms or conditions

of the Agreement, provided any such Amendments are approved as to form by Counsel to the Authority.

- c. To issue Notices to Proceed for work contemplated in the Agreement.

BACKGROUND

On January 7, 2021, your Board authorized the Executive Director to enlist procurement services from the County of Los Angeles Department of Public Works (Public Works) for alternative architectural and engineering and construction procurement services for one (1) or more LMR System Sites should more effective site options become available, in particular for sites that required alternative design plans and/or design related work that could not be accommodated under the existing contract with Motorola Solutions, Inc. (MSI).

The Authority looked to Public Works to issue procurements for the engineering design and related services as well as construction services, as needed, for one (1) or more LMR System Sites as Public Works has the requisite expertise, resources, and procurement infrastructure for these types of procurements.

At that same January 7, 2021 meeting, the Authority informed your Board that it would return with any recommended resultant Agreement. The Agreement with B&J before your Board for consideration is the result of a successful procurement process for engineering and design related services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Authority to enter into a contract with B&J for LMR engineering design and related services necessary for the buildout of one (1) or more sites for inclusion into the LMR System for a not-to-exceed contract amount of \$229,000.

The resultant contract for engineering design and related services will be followed by a procurement to onboard construction firms to physically build one (1) or more LMR System sites that result from engineering and design work from this Agreement with B&J. The Authority intends to issue the solicitation for construction services through Public Works similar to the construction procurement done previously for the PSBN Round 2 sites.

CONTRACTING PROCESS

On June 22, 2021, Public Works released the LA-RICS Authority Land Mobile Radio (LMR) Engineering Design and Related Services Request for Proposals (RFP) on behalf

of the Authority. The solicitation was posted on the County's "Doing Business with Us" website, on Public Works' "Business Opportunities" website, and on the LA-RICS website. Additionally, the RFP was advertised in four (4) newspapers: La Opinion, Los Angeles Times, Los Angeles Daily Journal, and the Los Angeles Sentinel.

On July 6, 2021, an optional pre-proposal conference was held and on July 19, 2021, three (3) proposals were received. One (1) proposal from Crown Castle was withdrawn and the remaining two (2) proposals were submitted by B&J and David Evans and Associates, Inc. (DEA). These two remaining (2) proposals were reviewed for compliance with the minimum mandatory requirements set forth in the RFP. After careful review, both proposals were determined to meet such minimum mandatory requirements and progressed to the evaluation process. An evaluation committee consisting of an LA-RICS Project Team member, an employee of the County of Los Angeles Sheriff's Department, and an employee from Public Works evaluated the proposals based on the criteria described in the RFP, including technical expertise, proposed work plan, experience, personnel, qualifications, and understanding of the work requirements.

On July 29, 2021, both Proposers were notified of the results of the evaluation, whereby B&J was notified of its highest rated Proposer status. On August 9, 2021, the Authority entered into negotiations with B&J, which resulted in the successful negotiation of a schedule of prices with B&J. The Authority has reviewed the proposed costs and determined B&J's proposed costs for performing the services are reasonable and in accordance with industry standards. Authority staff recommend entering into an Agreement, substantially similar to the Enclosure.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not a project pursuant to CEQA because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. The proposed action to award the Agreement is an administrative activity of government, which will not result in direct or indirect changes to the environment. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

FISCAL IMPACT/FINANCING

The total not-to-exceed contract amount is \$229,000 for the LMR engineering design and related services contemplated in the Agreement. The work will be funded by the Urban Areas Security Initiative (UASI) 2019 grant contemplated in LA-RICS' Adopted Fiscal Year 2021-22 Operating Budget and future Fiscal Year Proposed Budgets if the work is carried into the next fiscal year.

No Cost of Living Adjustments (COLA) are contemplated in the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

Upon your 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:ms;mbc

D:\LMR A&E RFP (2021) (08-05-21)\Board Letters\Award\LMR AE Design Contract Award Board Letter_08-24-21v2.docx

Enclosure

cc: Counsel to the Authority

**ENGINEERING DESIGN SERVICES FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
(LA-RICS) AUTHORITY LAND MOBILE RADIO (LMR) ENGINEERING DESIGN AND
RELATED SERVICES**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2021.

BY AND BETWEEN

The LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY, a joint powers authority
in the State of California, hereinafter referred to
as LA-RICS Authority,

AND

B&J HBK, Inc. (dba Brandow & Johnston),
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition; Attachments

LA-RICS Authority means either LA-RICS Authority; LA-RICS Authority, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

The Attachments to this Agreement are as follows:

- **Attachment 1 – Scope of Services**
 - ✓ Attachment 1.1 – Lattice Tower Example
 - ✓ Attachment 1.2 – Collocation Example
 - ✓ Attachment 1.3 – Rooftop Example
 - ✓ Attachment 1.4 – Monopine Example
 - ✓ Attachment 1.5 – Coastal Development Permit (CDP) Example
 - ✓ Attachment 1.6 – Examples of LA-RICS Mitigation Measures
- **Attachment 2 – Indemnification and Insurance Provisions**
- **Attachment 3 – Schedule of Prices**
- **Attachment 4 – Grant Funding Requirements**
 - ✓ Attachment 4.1 – Certification Regarding Lobbying
 - ✓ Attachment 4.2 – Certification Regarding Drug Free Workplace Requirements
 - ✓ Attachment 4.3 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
 - ✓ Attachment 4.4 – Management Representation
- **Attachment 5 – Safely Surrendered Baby Law Flyer**

2. Consultant's Services

The scope of work shall be as outlined in Attachment 1 (Scope of Services). Consultant's proposal, Request for Proposals (RFP) – LA-RICS AUTHORITY LMR ENGINEERING DESIGN AND RELATED SERVICES, and all addenda/notices to the RFP, are incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and the attachments to the Agreement.

No work shall commence on this project until a written Notice to Proceed (NTP) is issued by LA-RICS Authority. LA-RICS Authority does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the LA-RICS Authority. Consultant is also referred to herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to LA-RICS Authority of the services described in Paragraph 2 above, including receipt and acceptance of such work by the Executive Director of the LA-RICS Authority (hereinafter called Executive Director), LA-RICS Authority agrees to pay Consultant a maximum not to exceed contract amount of **Two Hundred and Twenty-Nine Thousand Dollars (\$229,000)** in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as Attachment 3 (Schedule of Prices). LA-RICS Authority does not guarantee any work or services of any specific monetary amount under this Agreement.

Consultant shall invoice LA-RICS Authority upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the LA-RICS Authority.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Executive Director, as stated in the Attachment 3 (Schedule of Prices) dated August 20, 2021, up to a maximum contract amount of **\$229,000**. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Executive Director.
- b. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Agreement Term without an amendment to this Agreement as set forth in Paragraph 49 (Supplemental/Amendment). Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.

- c. No Payment for Services Provided Following Expiration/Termination of Agreement:

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

- d. Reserved.

- e. Consultant will notify LA-RICS Authority when Agreement amount has been incurred up to 75% of the Agreement total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. LA-RICS Authority's Responsibility

LA-RICS Authority will make available drawings, specifications, and other records as available in LA-RICS Authority's file. Notwithstanding the foregoing, LA-RICS Authority does not represent the accuracy of the content of said materials.

6. LA-RICS Authority's Representative

LA-RICS Authority in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

- a. The Agreement shall commence on the date of full execution of the Agreement until final acceptance by the LA-RICS Authority. No work will proceed until a Notice to Proceed is issued by the LA-RICS Authority.
- b. The Consultant shall notify LA-RICS Authority when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to LA-RICS Authority at the address herein provided in Notices Paragraph.
- c. If the LA-RICS Authority authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the

Agreement shall be automatically extended solely to allow for the completion of such services. The LA-RICS Authority may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of LA-RICS Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, LA-RICS Authority consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by LA-RICS Authority to any approved delegate or assignee on any claim under the Agreement shall be deductible, at LA-RICS Authority's sole discretion, against the claims which Consultant may have against LA-RICS Authority.
- b. 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 Agreement, such disposition is an assignment requiring the prior written consent of LA-RICS Authority in accordance with applicable provisions of this Agreement.
- c. 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 LA-RICS Authority's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, LA-RICS Authority shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

9. Authorization Warranty

The Consultant represents and warrants that the person executing this Agreement 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 Agreement and that all requirements of the Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

In the event that the LA-RICS Authority's Board of Directors adopts, in any fiscal year, a LA-RICS Authority Budget which provides for reductions with respect to

LA-RICS Authority contracts, the LA-RICS Authority reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Consultant under this Agreement shall also be reduced correspondingly. The LA-RICS Authority's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Agreement.

11. Compliance with Applicable Law

- a. In the performance of this Agreement, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by LA-RICS Authority in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by LA-RICS Authority. Notwithstanding the preceding sentence, LA-RICS Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide LA-RICS Authority with a full and adequate defense, as determined by LA-RICS Authority in its sole judgment, LA-RICS Authority shall be entitled to retain its own counsel, including, without limitation, LA-RICS Authority Counsel, and reimbursement from Consultant for all such costs and expenses incurred by LA-RICS 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 LA-RICS Authority without LA-RICS Authority's prior written approval.

12. 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 Agreement or under any project, program, or activity supported by this Agreement. The Consultant shall comply with Consultant's EEO Certification.

13. Compliance with Jury Service Program

This Agreement is subject to 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, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the LA-RICS Authority's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall 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.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has an Agreement with the County or LA-RICS Authority or a subcontract with a County or LA-RICS 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 LA-RICS Authority Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the LA-RICS 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 Contractor uses any subcontractor to perform services for the LA-RICS Authority under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify LA-RICS Authority if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury

Service Program. The LA-RICS Authority may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the LA-RICS Authority's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, LA-RICS Authority may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future LA-RICS Authority contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of LA-RICS Authority or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, LA-RICS Authority policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by LA-RICS Authority in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by LA-RICS Authority. Notwithstanding the preceding sentence, LA-RICS Authority shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide LA-RICS Authority with a full and adequate defense, as determined by LA-RICS Authority in its sole judgment, LA-RICS Authority shall be entitled to retain its own counsel, including, without limitation, LA-RICS Authority Counsel, and reimbursement from Consultant for all such costs and expenses incurred by LA-RICS Authority in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of LA-RICS Authority without LA-RICS Authority's prior written approval.

15. Conflict of Interest

No LA-RICS Authority employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of

such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the LA-RICS Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the LA-RICS Authority's approval or ongoing evaluation of such work.

Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. 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 Agreement. Consultant warrants that it is not now aware of any facts that create a conflict of interest. If Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, including those identified in Section 2.180.010, it shall immediately make full written disclosure of such facts to the LA-RICS Authority. Full written disclosure shall include, but is not limited to, identification of all persons so identified and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph may be a material breach of this Agreement subjecting Consultant to either Contract termination for default or debarment proceedings or both.

16. Compliance with Federal Grant Funding Requirements

- a. Availability of Funding. Consultant shall comply with all applicable federal grant funding requirements set forth in Attachment 4 (Grant Funding Requirements). Funding for all periods of this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS project. This Agreement may be terminated for convenience in whole or in part upon a loss or reduction of grant funds or other applicable funding resources.
- b. Consultant shall comply with all requirements to the extent applicable to Consultant and necessary for the LA-RICS 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 Attachment 4 (Grant Funding Requirements), as such Attachment may be updated or modified from time to time, for expenditures under this Agreement. Without altering the foregoing responsibilities, the Authority may update or modify Attachment 4 (Grant Funding Requirements) 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 shall be entitled to request an amendment to cover any approved cost increase.
- c. Funding Disallowance. To the extent that funds are disallowed as a result of Consultant's or its subconsultants' acts and/or omissions inconsistent with its obligations under this Agreement, and to the extent not caused by a force majeure

or the acts and/or omissions of the LA-RICS Authority, Consultant shall remain responsible to the LA-RICS Authority for any and all deliverables and other work, but the LA-RICS Authority shall have no payment obligation to the Consultant to the extent of such disallowed funds.

17. Reserved

18. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Agreement, who is in a designated sensitive position, as determined by LA-RICS Authority in LA-RICS Authority's sole discretion, shall undergo and pass a background investigation to the satisfaction of LA-RICS Authority as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- b. If a member of Contractor's staff does not pass the background investigation, LA-RICS Authority may request that the member of Contractor's staff be removed immediately from performing services under the Agreement. Contractor shall comply with LA-RICS Authority's request at any time during the term of the Agreement. LA-RICS Authority will not provide to Contractor or to Contractor's staff any information obtained through the LA-RICS Authority's background investigation.
- c. LA-RICS Authority, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the LA-RICS Authority or whose background or conduct is incompatible with LA-RICS Authority facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

Consultant is subject to and shall fully comply with County of Los Angeles non-responsibility and debarment (Chapter 2.202 of the County Code) requirements and federal debarment (45 C.F.R. Part 76) requirements. These provisions are included in this Agreement and are hereby incorporated herein by this reference.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding 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 Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org~~www.babysafela.org~~.

The Consultant shall notify and provide to its employees, and shall require each Subconsultant 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 available on the Internet at www.babysafela.org~~www.babysafela.org~~ for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain 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 District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Agreement.

22. LA-RICS Authority's Quality Assurance Plan

The LA-RICS Authority, or its agent, will monitor the Consultant's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which LA-RICS Authority

determines are significant or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the LA-RICS Authority and Consultant. If improvement does not occur consistent with the corrective action measures, LA-RICS Authority may terminate this Agreement or impose other penalties as specified in this Agreement.

23. LA-RICS Authority Rights

The LA-RICS Authority may employ, either during or after performance of this Agreement, any right of recovery the LA-RICS Authority may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the LA-RICS Authority under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to LA-RICS Authority or its Member Agencies' Facilities, Buildings Grounds

- a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to LA-RICS 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.
- b. If the Consultant fails to make timely repairs, LA-RICS Authority or its member agencies may make any necessary repairs. All costs incurred by LA-RICS Authority or its member agencies, as determined by LA-RICS Authority, for such repairs shall be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees and agents from employer sanctions and any other liability which may be assessed against Consultant or LA-RICS Authority in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

The LA-RICS Authority and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Agreement, Change Orders and amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered had been signed using a handwritten signature. Consultant and LA-RICS Authority (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

27. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless LA-RICS Authority, its member agencies in the LA-RICS Authority, directors, appointed officers, employees and agents 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 services performed by Consultant's employees for which LA-RICS Authority may be found jointly or solely liable.

28. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, 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 subconsultants), 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 Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, 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 subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this subparagraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- c. 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.

29. Governing Law, Jurisdiction, and Venue

This Agreement 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. Independent Consultant Status

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

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The LA-RICS 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 Consultant. Consultant understands and agrees that all persons furnishing services to LA-RICS Authority pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of LA-RICS Authority.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 (Indemnification and Insurance) of this Agreement. The insurance requirements set forth in Attachment 2 are the LA-RICS Authority's basic requirements. The LA-RICS Authority reserves the right to add additional insurance types and/or adjust the limits on a project-by-project basis.

32. Liquidated Damages

- a. 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, inclusive of the work, services, deliverables, timeframes, schedules, etc. set forth in Attachment 1 (Scope of Services) and Notices to Proceed, 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 LA-RICS 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.
- b. If the Executive Director or his/her designee, determines that there are deficiencies in the performance of this Agreement 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's 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 Five Hundred Dollars (\$500.00) per day per infraction, and that the Consultant shall be liable to the LA-RICS Authority for liquidated damages in

said amount. Said amount shall be deducted from the LA-RICS 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 LA-RICS Authority may correct any and all deficiencies and the total costs incurred by the LA-RICS Authority for completion of the work by an alternate source, whether it be LA-RICS Authority forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the LA-RICS Authority, as determined by the LA-RICS Authority.

- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the LA-RICS Authority cost due to the failure of the Consultant to complete or comply with the provisions of this Agreement.
- d. This Paragraph shall not, in any manner, restrict or limit the LA-RICS Authority's right to damages for any breach of this Agreement provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the LA-RICS Authority's right to terminate this Agreement as agreed to herein.

33. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to the LA-RICS Authority.

34. Nondiscrimination and Affirmative Action

- a. 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.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. 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.

- d. The Consultant certifies and agrees that it will deal with its subconsultants, 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.
- e. 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 Agreement or under any project, program, or activity supported by this Agreement.
- f. The Consultant shall allow LA-RICS Authority representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the LA-RICS Authority.
- g. If the LA-RICS Authority finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Agreement upon which the LA-RICS Authority may terminate or suspend this Agreement. While the LA-RICS Authority reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing 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 LA-RICS Authority that the Consultant has violated the anti-discrimination provisions of this Agreement.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the LA-RICS 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 Agreement.

35. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Agreement shall not restrict Department 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 Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, 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 LA-RICS Authority's Project Manager and/or LA-RICS Authority's Project Manager's Supervisor any dispute between the LA-RICS Authority and the Consultant regarding the performance of services as stated in this Agreement. If the LA-RICS Authority's Project Manager or LA-RICS Authority's Project Manager's Supervisor is not able to resolve the dispute, the Executive Director or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant 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 requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the LA-RICS Authority will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

LA-RICS AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
ATTN: Executive Director, Scott Edson
E-mail: Scott.Edson@LA-RICS.org
Office: (323) 881-8281

CONSULTANT

700 South Flower Street, Suite 1200
Los Angeles, CA 90017
ATTN: President, James Pearson, S.E.,
E-mail: jpearson@bjsce.com
Office: (213) 596-4500

The address for notice may be changed by giving notice pursuant to this paragraph.

41. Ownership of LA-RICS Authority Materials

- a. Consultant and LA-RICS Authority agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts,

working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of LA-RICS Authority (hereafter collectively, "LA-RICS Authority Materials"). Consultant hereby assigns and transfers to LA-RICS Authority all Consultant's right, title and interest in and to all such LA-RICS Authority Materials developed under this Agreement.

Notwithstanding such LA-RICS Authority ownership in the LA-RICS Authority Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five years subsequent to the term of this Agreement, LA-RICS Authority shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by LA-RICS Authority and shall perform all other acts requested by LA-RICS Authority to assign and transfer to, and vest in LA-RICS Authority, all Consultant's right, title and interest in and to the LA-RICS Authority Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. LA-RICS Authority shall have the right to register all applicable copyrights, trademarks and patents in the name of the LA-RICS Authority. Further, LA-RICS Authority shall have the right to assign, license, or otherwise transfer any and all LA-RICS Authority's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the LA-RICS Authority Materials.
- c. Consultant represents and warrants that the LA-RICS Authority Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the LA-RICS Authority Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the LA-RICS Authority Materials.

Consultant shall defend, indemnify and hold LA-RICS Authority harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from LA-RICS Authority's use of LA-RICS Authority Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its

sole expense, any action brought against LA-RICS Authority based on a claim that LA-RICS Authority Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by LA-RICS Authority. LA-RICS Authority will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all LA-RICS Authority Materials: "© Copyright 2018 (or such other appropriate date of first publication), LA-RICS Authority. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as LA-RICS Authority may direct.
- e. LA-RICS Authority shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all LA-RICS Authority Materials resulting from this Agreement. LA-RICS Authority will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the LA-RICS Authority Materials.
- f. If directed to do so by LA-RICS Authority, Consultant will place the LA-RICS Authority name and LA-RICS Authority logo on LA-RICS Authority Materials developed under this Agreement. Consultant may not, however, use the LA-RICS Authority name and LA-RICS Authority logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the LA-RICS Authority agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm [collectively "firm"] or any subsidiary of a firm from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s).

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a LA-RICS Authority solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the LA-RICS Authority. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the LA-RICS Authority solicitation or the termination or cancellation of any resultant LA-RICS Authority contract. This provision shall survive the expiration, or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the LA-RICS Authority's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the LA-RICS Authority. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The LA-RICS 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.
- b. In the event the LA-RICS 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 LA-RICS Authority from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant shall not disclose any details in connection with this Agreement 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 LA-RICS Authority shall not inhibit the Consultant from publishing its role under this Agreement within the following conditions:
 - i. The Consultant shall develop all publicity material in a professional manner; and

- ii. During the term of this Agreement, 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 LA-RICS Authority without the prior written consent of the Executive Director or his/her designee. The LA-RICS Authority shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of LA-RICS Authority, indicate in its proposals and sales materials that it has been awarded this Agreement with the LA-RICS Authority of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement 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 Agreement. The Consultant agrees that the LA-RICS 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 Agreement. 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 LA-RICS Authority during the term of this Agreement and for a period of five (5) years thereafter unless the LA-RICS 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 LA-RICS Authority's option, the Consultant shall pay the LA-RICS Authority for travel, per diem, and other costs incurred by the LA-RICS Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Agreement 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 LA-RICS Authority's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the LA-RICS Authority shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Agreement upon which the LA-RICS Authority may terminate or suspend this Agreement.

- c. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the LA-RICS Authority conduct an audit of the Consultant regarding the work performed under this Agreement, and if such audit finds that the LA-RICS Authority's dollar liability for any such work is less than payments made by the LA-RICS Authority to the Consultant, then the difference shall be either: a) repaid by the Consultant to the LA-RICS Authority by cash payment upon demand or b) at the sole option of the LA-RICS Authority's Auditor-Controller, deducted from any amounts due to the Consultant from the LA-RICS Authority, whether under this Agreement or otherwise. If such audit finds that the LA-RICS Authority's dollar liability for such work is more than the payments made by the LA-RICS Authority to the Consultant, then the difference shall be paid to the Consultant by the LA-RICS Authority by cash payment, provided that in no event shall the LA-RICS Authority's maximum obligation for this Agreement exceed the funds appropriated by the LA-RICS Authority for the purpose of this Agreement.

47. Reserved

48. Subcontracting

- a. The requirements of this Agreement may not be subcontracted by the Consultant without the advance approval of the LA-RICS Authority. Subconsultants listed in the Consultant's Proposals are approved by LA-RICS Authority, unless otherwise indicated by LA-RICS Authority. Any attempt by the Consultant to subcontract without the prior consent of the LA-RICS Authority may be deemed a material breach of this Agreement.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the LA-RICS Authority's request.
 - A description of the work to be performed by the Subconsultant;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the LA-RICS Authority.
- c. The Consultant shall indemnify and hold the LA-RICS Authority harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The LA-RICS Authority does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Agreement, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.

- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the LA-RICS Authority's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the LA-RICS Authority from each approved Subconsultant. The Consultant shall ensure delivery of all such documents to:

2525 Corporate Place, Suite 100
Monterey Park, California 91754
ATTN: Executive Director, Scott Edson
E-mail: Scott.Edson@LA-RICS.org
Office: (323) 881-8281

before any Subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Agreement, a Supplement or an Amendment shall be prepared and executed by the Consultant and by Executive Director.
- b. The LA-RICS Authority's Board of Directors may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The LA-RICS Authority reserves the right to add and/or change such provisions as required by the LA-RICS Authority's Board of Directors. To implement such changes, a Supplement or an Amendment to the Agreement shall be prepared and executed by the Consultant and by the Executive Director.

50. Termination for Breach of Warranty to Maintain Compliance with LA-RICS Authority's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to LA-RICS Authority's Child Support Compliance Program Paragraph, shall constitute default under this Agreement. Without limiting the rights and remedies available to the LA-RICS Authority under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the LA-RICS Authority may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor'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 LA-RICS Authority under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which LA-RICS Authority may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Agreement may be terminated, in whole or in part, when such action is deemed by the LA-RICS 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 three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the LA-RICS Authority, the Consultant shall 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Agreement shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- d. LA-RICS Authority shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The LA-RICS Authority may, by written notice to the Consultant, terminate the whole or any part of this Agreement, if, in the judgment of the Executive Director or his/her designee:
 - Consultant has materially breached this Agreement; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress

toward a cure within five (5) working days (or such longer period as the LA-RICS Authority may authorize in writing) after receipt of written notice from the LA-RICS Authority specifying such failure.

- b. In the event that the LA-RICS Authority terminates this Agreement in whole or in part as provided in this Paragraph, the LA-RICS Authority may procure, upon such terms and in such manner as the LA-RICS Authority may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the LA-RICS Authority for any and all excess costs incurred by the LA-RICS Authority, as determined by the LA-RICS Authority, for such similar goods and services. The Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Agreement 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 LA-RICS 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 Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, 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 Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.
- d. If, after the LA-RICS Authority has given notice of termination under the provisions of this Paragraph, it is determined by the LA-RICS Authority that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience Paragraph.
- e. The rights and remedies of the LA-RICS Authority provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

LA-RICS Authority may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration,

in any form, was offered or given by Consultant, either directly or through an intermediary, to any LA-RICS Authority officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, LA-RICS Authority shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County or LA-RICS Authority officer or employee to solicit such improper consideration. The report shall be made either to County or LA-RICS Authority manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

55. Termination for Insolvency

- a. The LA-RICS Authority may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) 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; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the LA-RICS Authority provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County or LA-RICS Authority Lobbyist or County or LA-RICS Authority Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the LA-RICS Authority may in its sole discretion, immediately terminate or suspend this Agreement.

57. Termination for Non-Appropriation of Funds

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

58. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultants 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.

59. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that 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.

Unless Contractor 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.

60. Validity

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

61. Waiver

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

and remedies provided by law or under this Agreement.

62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the LA-RICS Authority shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Prevailing Wage Requirements

This work may consist of both prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Agreement may constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Further, since the work is federally funded, then federal labor standards, as applicable, including the Davis-Bacon requirements, should also be complied with. Federal wage determinations are available at www.wdol.gov. If federal and state wage rates are both applicable to a craft, classification or type of workers, then the higher of the two wages will prevail.

The Executive Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the LA-RICS Authority and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file

with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Agreement in the same manner as if they had been included or referenced in the Agreement.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those

responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the LA-RICS Authority, electronic certified payroll records must be submitted to the LA-RICS Authority, through an online system designated by the LA-RICS Authority.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Reserved

66. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not

be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

67. Reserved

68. Reserved

69. Reserved

71. Reserved

72. Reserved

73. Reserved

74. Gratuities

- a. Contractor is advised that it is improper for any County or LA-RICS Authority officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance under this Agreement. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a LA-RICS Authority officer, employee, or agent for the purpose of securing favorable treatment as described herein.
- b. A Contractor shall immediately report any attempt by a County or LA-RICS Authority officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County or LA-RICS Authority manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- c. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
- d. Note that Contractor's failure to adhere to this requirement could subject Paragraph 54, Agreement to Termination for Improper Consideration paragraph in this Agreement.

75. Reserved

76. Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- a. The LA-RICS 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 LA-RICS 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).
- b. The Contractor 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.
- c. 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.
- d. At any time during the duration of the agreement/contract, a Contractor 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.

77. Disallowed Cost

If Contractor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Contractor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

78. Reserved

79. Entire Agreement

This Agreement constitutes the entire Agreement between LA-RICS Authority and Consultant and may be modified only by further written Agreement between the parties hereto.

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IN WITNESS WHEREOF, the LA-RICS Authority has, by order of its Board of Directors, caused these presents to be subscribed by the Executive Director, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

LA-RICS Authority

B&J HBK, Inc.

By _____
Scott Edson, Executive Director

By _____
James Pearson, President

APPROVED AS TO FORM FOR THE
LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Truc L. Moore
Principal Deputy County Counsel

SCOPE OF SERVICES

LA-RICS AUTHORITY LAND MOBILE RADIO (LMR) ENGINEERING DESIGN AND RELATED SERVICES

1.0 INTRODUCTION TO LA-RICS AUTHORITY

The LA-RICS Authority is a California joint powers authority comprised of member agencies through Los Angeles County, including the County of Los Angeles, and numerous other independent cities and agencies. The LA-RICS Authority's purpose is to bring interoperable public safety communications to the region, and it undertook the buildout of a Land Mobile Radio (LMR System), which is still currently being constructed which will consist of approximately 58 public safety grade sites. The LA-RICS Authority is considering building one (1) or more additional wireless land mobile radio telecommunication sites for inclusion into its LMR System. This solicitation seeks qualified Architectural and Engineering firms for design and engineering support services for the construction of one (1) or more public-safety grade telecommunications sites as further described in this Attachment 1 (Scope of Services).

2.0 SCOPE OF SERVICES

The Consultant will be required to perform telecommunication design and engineering services for the following wireless land mobile radio telecommunication site types and shall consist of all such services as are customarily rendered when providing architectural/engineering design and related services for a telecommunications site:

1. Lattice Tower Example (Attachment 1.1)
2. Tower Collocation Example (Attachment 1.2)
3. Rooftop Example (Attachment 1.3)
4. Monopine Example (Attachment 1.4)
5. Coastal Development Permit (CDP) Example (Attachment 1.5)

This Attachment 1 (Scope of Services) will consist of five (5) distinct categories of work as further described Sections 2.1 through 2.5 of this Attachment 1 (Scope of Services):

1. Complete Design and Engineering Services
2. Other Design and Engineering Related Services
3. Construction Support Services
4. Handoff Design and Engineering Services
5. Special Assignments.

The LA-RICS Authority will authorize the Consultant to perform work contemplated in this Attachment 1 (Scope of Services) via a Notice to Proceed (NTP) on a site by site basis.

To perform the work contemplated in this Attachment 1 (Scope of Services), Consultant shall provide a team of individuals led by a licensed Project Architect/Engineer or Project Manager with a minimum of ten (10) years of related work experience performing engineering design work with the most recent five (5) years' experience performing wireless or land mobile radio telecommunications facility engineering design work, as listed below. The team shall consist of individuals with the applicable State of California licenses to perform the positions listed below. The LA-RICS Authority shall approve individuals assigned by the Consultant to perform work as part of this Agreement. Consultant shall warrant that the individuals performing work as part of this agreement are qualified professionals and will be available from any of the disciplines or combinations of disciplines enumerated below:

- Civil Engineering
- Cost Estimating
- Electrical Engineering
- Mechanical Engineering (HVAC and Plumbing)
- Photo Simulation Technician/Staffer
- Professional Land Surveyor (PLS)
- Structural Engineering

2.1 Complete Design and Engineering Services

2.2.1 This scope will consist of complete design and engineering services for a telecommunication site type from Site Sketch to As-Built Drawings as further described in this Section 2.1 (hereinafter "Complete Design and Engineering Services"). Such work will be expressly authorized by the LA-RICS Authority by way of an NTP on a site by site basis.

2.2.2 For sites that require Complete Design and Engineering Services, such design and engineering work will be conducted in five (5) phases for each potential site added to the LMR System, with phases overlapping and running concurrently with other phases for other sites.

Phase 1: Starting at contract award, the Consultant is required to produce an initial site sketch for up to one (1) or more telecommunication sites, which will be authorized via an NTP, accompanied by a construction estimate and propose the best value configuration to the LA-RICS Authority prior to advancing the design to zoning drawing level.

Phase 2: The Consultant will be required to perform all design work for up to one (1) or more the telecommunication sites to proceed to Zoning Drawings as authorized by the Authority.

Phase 3: The Consultant will perform all design work necessary to advance drawings to building permits ready for issuance.

Phase 4: Requires the Consultant to perform construction support services necessary to respond to inquiries during the construction solicitation and construction build.

Phase 5: Requires the Consultant to provide As-Built Drawings to the LA-RICS Authority in the format described in this Attachment 1 (Scope of Services).

2.2.3 The architectural/engineering consultant work required for Complete Design and Engineering Services shall consist of all such services as are customarily rendered when providing professional engineering design services. The work assignments shall range from single tasks to responsibility for all services as described herein for completion of Complete Design and Engineering Services on a site by site basis. Consultant will produce all engineering drawings, structural calculations, and perform other services necessary for the permitting, building, and modification of sites. The work shall include, but is not limited to, any of the engineering tasks or combination of tasks listed below.

1. Alta/Topographic Surveying Services inclusive of plotting easements
2. BIM/CADD/Drafting Work
3. Building and Physical Infrastructure Evaluations
4. Conceptual Design
5. Constructability Reviews
6. Construction Support Services, inclusive of Design change management, Request for Information (RFI) management
7. Cost Estimating, various design types for best value
8. Design Reviews with project stakeholders
9. Electrical/Mechanical Evaluation (Certified)
10. Feasibility Studies
11. Provide General Engineering Services and stamp for Civil, Structural, Mechanical (HVAC), Electrical, Environmental, and Plumbing Engineering Services, low voltage, fire protection as needed for jurisdictional approvals and acceptance
12. Conduct geotechnical investigations and furnish Geotechnical Reports necessary for structural design
13. Photographic simulations

14. Project Design-Construction Documents
15. Specifications Preparation
16. Troubleshooting
17. Obtain building permits from agencies having jurisdiction and all related clearances related thereto
18. Value Engineering
19. Photographic Surveys
20. Obtain Utility Provider Power Design

2.2 Other Design and Engineering Related Services

2.2.1 This scope will consist of certain design and engineering related services that is not included as part of Section 2.1 (Complete Design and Engineering Services) for a telecommunication site type as further described in this Section 2.2 (hereinafter "Other Design and Engineering Related Services"). Such work will be authorized by the LA-RICS Authority via an NTP which will expressly authorize the Consultant to proceed with one or more specific service(s) contemplated in this Section 2.2 on a per site basis.

2.2.2 As may be needed by the LA-RICS Authority and when authorized via an NTP, Consultant shall provide Other Design and Engineering Related Services to complete work on a site by site basis. Consultant shall warrant that the individuals performing work as part of this Agreement are qualified professionals and will be available from any of the disciplines or combinations of disciplines listed below. These Other Design and Engineering Related Services include:

1. Building Commissioning
2. Cable Bridge Assessment
3. Coastal Development Permit (CDP)/Variance/Exemption Submittal Package
4. Disaster Assessment/Inspections/Emergency Evaluation Reporting
5. Existing Grounding Assessment
6. Feasibility Study
7. Future Growth Assessment (Based on Tower and Foundation Structural Analysis)
8. Generator Load Test
9. Geotechnical Report
10. Hardware Consultant
11. HVAC Duct Work Assessment
12. Hygienist Report
13. Intermod Study

14. Landscape Architecture
15. Redesign Changes
16. Renewable Energy Analysis
17. Roof Report
18. Solar Power Design Work
19. Soils Management Report
20. Specifications Consultant
21. Supplemental Specialized Technical Consultant
22. Title Reports
23. Tower and Tower Foundation Mapping
24. Power Load Study
25. Transfer AQMD Permit
26. Tower and Foundation Structural Analysis
27. Tower Grounding Assessment
28. Tower Mapping
29. Topography Survey

- 2.2.3 Redesign changes: Changes in the approvals given by LA-RICS Authority that repeatedly necessitate substantial revisions in Instruments of Service, except those logically inferable from and consistent with the project objectives and project processes set forth herein, specifically including the Fixed Limit Construction Cost of the Project. No compensation for additional services shall be paid for revisions which may be requested by Executive Director pursuant to Sections 6.7 and 7.2.6.

2.3 Construction Support Services

- 2.3.1 This scope will consist of construction support services for a telecommunications site type that has been designed and permitted by a third party contractor as set forth in Section 2.3.2 (hereinafter "Construction Support Services"). Such work will be authorized by the LA-RICS Authority via an NTP which will expressly authorize the Consultant to proceed with one or more construction support services on a per site basis.
- 2.3.2 Such Construction Support Services shall include, but not be limited to, the following:
1. Attend pre-bid walks as required, if requested.
 2. Prepare clarification documents (e.g. Requests for Information) for release by the LA-RICS Authority, as required.
 3. Assist the LA-RICS Authority with review, evaluation, and recommendations for awarding construction contracts.
 4. Assist the LA-RICS Authority in solicitations of the project, if requested.
 5. Assist the LA-RICS Authority with any additional construction

- support services as may be needed and requested.
- 6. Updating construction drawings as may be necessary.
- 7. Preparing As-Built drawings pursuant to the relevant sections of Section 6 (Additional A/E Provisions) of this Attachment 1 (Scope of Services), as may be necessary.

2.4 Handoff Design and Engineering Services

- 2.4.1 This scope will consist of assuming design and engineering services for a wireless land mobile radio telecommunications site that is in some stage of the design and permitting process by a third party contractor. It is the expectation that the Consultant will be able to bring the site through the permitting and As-Built Drawing stage, at whatever juncture the site may be in when this work is requested (hereinafter, "Handoff Design and Engineering Services").
- 2.4.2 Such Handoff Design and Engineering Services will be authorized by the LA-RICS Authority via an NTP on a site by site basis. The NTP will be explicit and provide background information on where the site is in the design phase and provide direction to the Consultant on what the handoff package will consist of and what deliverables will be required.

2.5 Special Assignments

- 2.5.1 This scope will consist of additional special assignment work as may be needed by the LA-RICS Authority to complete critical assignments as further described in this Section 2.5 (hereinafter "Special Assignment(s)").
- 2.5.2 When requested by the LA-RICS Authority, the Consultant may be required to perform Special Assignments for any of the Consultant Services contemplated in this Attachment 1 (Scope of Services) or related to design services to complete critical assignments and projects most efficiently within an expedited schedule. Compensation for these Special Assignments shall be negotiated by the LA-RICS Authority with Consultant based on the deliverables and/or hourly rates contemplated in the Schedule of Prices. Such work will be authorized by the LA-RICS Authority via an NTP which will expressly authorize the Consultant to with such Special Assignment work on a per site basis and will include the negotiated compensation.

2.6 Reimbursable Services

"Reimbursable Services", when directed in writing by LA-RICS Authority, are defined as, but not limited to:

1. Reproduction of Documents. If requested by Executive Director, and except as otherwise provided herein, Consultant shall provide copies of the documents which are additional to those required under Basic Services or the Design Manual for review purposes in the number required by Executive Director; the expense of additional reproductions will be borne by LA-RICS Authority. The Executive Director reserves the right to select the type of reproduction and the establishment where said reproduction will be done.
2. The LA-RICS Authority shall pay Consultant for direct cost incurred by Consultant with no mark up, for approved Reimbursable Services, upon satisfactory completion of such services in an amount not to exceed.
3. Consultant shall be reimbursed for plan checking fees or permit fees to obtain permits for the construction of the wireless land mobile radio telecommunication sites.

2.6 Other Considerations

- 2.6.1 Projects covered by this Attachment 1 (Scope of Services) may require complete design and engineering services, or may only involve the need for certain disciplines.
- 2.6.2 The Consultant will be required to perform all necessary liaison work with LA-RICS Authority either by telephone, online meeting, mail, or meeting at the LA-RICS Authority office located in Monterey Park and perform all necessary rechecks to achieve conformance with LA-RICS' Authority requirements.
- 2.6.3 The Consultant will be required to visit project site(s) during the initial drawing phase, review shop drawings, work with other LA-RICS Authority/County employees and consultants, and perform other tasks pertaining to the design process.
- 2.6.4 The Consultant may be required to provide personnel to work at LA-RICS' Authority Monterey Park office on a temporary full-time basis under the direction of LA-RICS Authority staff.
- 2.6.5 The LA-RICS Authority Executive Director or his/her designee shall have final decision authority over the results of the design and/or design review services performed by the Consultant and all work performed by the Consultant shall be to the satisfaction of LA-RICS Authority.
- 2.6.6 The Consultant's work shall comply with the requirements of regulatory agencies and with the Construction Specifications Institute (CSI) as a guide when specifications are provided for

LA-RICS Authority projects.

- 2.6.7 The Consultant shall incorporate public safety-grade design features as specified by the LA-RICS Authority. Public safety grade includes enhanced structural integrity of the tower (Rev-H Class III, Risk Category IV), back-up power through an on-site generator, and/or redundant connectivity (with respect to the redundant connectivity, the Consultant is responsible for drawing in a single point of connection). Example site drawings for public safety grades sites of the following site and shelter types (lattice tower, tower collocation, rooftop, monopole, CDP) and are included as Attachment 1.1 through 1.5.
- 2.6.8 The Consultant shall be responsible for inclusion of all applicable LA-RICS Mitigation Measures (Mitigation Measures) that are project design features which are identified by LA-RICS Authority. The Mitigation Measures will be implemented by the LA-RICS Authority's Construction Contractor undertaking construction of the sites, however, to the extent the Mitigation Measures have a design impact, Consultant will incorporate and address accordingly. All applicable regulatory requirements shall be included in the design process at the time the requirements become known and/or determined to be applicable. The Consultant shall illustrate and incorporate these features and requirements in design review drawings and construction specifications, as applicable. Examples of LA-RICS Mitigation Measures are attached as Attachment 1.6.
- 2.6.9 The Consultant shall be responsible and liable for the work performed by assigned staff, and will bear full corporate responsibilities for the contracted work.
- 2.6.10 The LA-RICS Authority design review shall include peer review for technical completeness of design documents. Review comments and, if requested, marked-up documents including drawings and specifications shall be submitted to LA-RICS Authority. Review comments shall be presented in a format approved by LA-RICS Authority.
- 2.6.11 The LA-RICS Authority, in its sole discretion, may require the Consultant and its subconsultants, if any, to participate in Live Review sessions to review any deliverables (e.g. Site Sketch, Zoning Drawings, 75% Construction Drawings, 100% Construction Drawings, etc.) and provide live comments, revisions, recommendations, etc. to ensure the Consultant thoroughly incorporates the LA-RICS Authority's feedback and delivers accurate drawings. The Live Review Sessions may be held in

person or via an online meeting. Following the Live Review, it is the Consultants sole responsibility to incorporate all the LA-RICS Authority's comments within 3 business days, the LA-RICS Authority will not be responsible for payment for any additional revisions required by the Consultant to accurately reflect complete construction drawings after the Live Review session has occurred.

- 2.6.12 Reports, design review comment documents, and specifications shall be prepared in Microsoft Word, Microsoft Excel, Adobe PDF format, as may be necessary, and screened for clarity, grammar, and punctuation prior to submittal.
- 2.6.13 Drawings shall be prepared on AutoCAD Version 9 or older, or Revit versions presently used by LA-RICS Authority.
- 2.6.14 At the completion of any design services contemplated in this Attachment 1 (Scope of Services), documents including As-Built drawings shall be submitted on two USB thumb drives along with original hard copies. All hardcopies of drawing submissions (permitted construction drawings and As-Built drawings) will be D-sized paper. One hard copy of all reports, drawings, specifications, and calculations shall be provided as part of each project design phase submittal in their native size. All reports, drawings, calculations, and specifications shall be wet stamped by a California licensed Engineer for the scope appropriate to the discipline.
- 2.6.15 During the design review process with the LA-RICS Authority, Contractor will maintain a review log that will be submitted with each iteration of drawings. At the completion of design review services, an original signed review comment document along with a hard copy and an electronic file shall be provided. Electronic file shall be uploaded to the Authority's document repository system "Prolog" with an email notification of the Prolog submission to the LA-RICS Authority assigned Project Manager.
- 2.6.16 All electronic deliverables shall be transmitted to the LA-RICS Authority by way of Prolog.
- 2.6.17 The Consultant shall provide training to LA-RICS Authority staff, when this service is requested by the LA-RICS Authority.
- 2.6.18 The Consultant may be required to provide architects/engineers who are registered with the State of California Office of Emergency Services' Safety Assessment Program (SAP) and have a current SAP identification card issued by Cal OES.

2.6.19 The Consultant shall comply with AE Design Services Manual, which is incorporated herein by this reference.

3.0 **DELIVERABLES**

3.1 **Complete Design and Engineering Services**

For sites that require Complete Design and Engineering Services as set forth in Section 2.1 of this Attachment 1 (Scope of Services), it is the expectation of the LA-RICS Authority that the following deliverables will be required for each site within the timeframes listed below, unless otherwise instructed and authorized by the LA-RICS Authority via an NTP:

Item	Deliverable	Production Timeframe ^{1,2,3}
1.	Site Sketch	14 days from NTP
2.1	Zoning Drawings ⁴	21 days from approved Site Sketch
2.2	Coastal Development Permit (CDP) Drawings, as may be applicable ⁴	21 days from approved Site Sketch
3.	75% Construction Drawings	28 days from approved Zoning Drawings or CDP Drawings
4.	100% Construction Drawings (BP Submittal Construction Drawings, inclusive of final power design from Utility Provider, but excludes Solar which will be contemplated as Other Related Services)	14 days from approved 75% Construction Drawings
5.	Building Permit Approved Drawings (inclusive of all responses to jurisdictional review comments such that the Building is ready for issuance)	120 days from approved 100% Construction Drawings
6.	Construction Support Services	TBD – To Align with Construction Bidding and Construction Activities
7.	Final As-Built Drawings	14 days from Construction Completion

Note 1: The LA-RICS Authority is responsible to respond to Consultant within 5 business days and it is the Consultants responsibility to address LA-RICS Authority's comments/revisions within 5 business days thereafter.

Note 2: Upon receipt of comments/revisions from the LA-RICS Authority, and at the request of the LA-RICS Authority, a Live Review with the Consultant as set forth in Section 2.6.11 of this Attachment 1 (Scope of Services), shall occur within 3 business days.

Note 3: Following the Live Review, it is the Consultants sole responsibility to incorporate all the LA-RICS Authority's comments within 3 business days, the LA-RICS Authority will not be responsible for payment for any additional revisions required by the Consultant to accurately reflect complete construction drawings after the Live Review session has occurred.

Note 4: The LA-RICS Authority will require either Zoning Drawings OR Coastal Development Drawings, not both, and such request will be explicitly outlined in the NTP.

3.2 **Other Design and Engineering Related Services**

For sites that require Other Design and Engineering Related Services as set forth in Section 2.2 of this Attachment 1 (Scope of Services), it is the expectation of the LA-RICS Authority that the Consultant will provide one or more of the of the following deliverables required for each site pursuant to an NTP issued to the Consultant. It is further the expectation of the LA-RICS

Authority that any such deliverable(s) shall be completed within the timeframes set forth in the NTP.

1. Building Commissioning
2. Cable Bridge Assessment
3. Coastal Development Permit (CDP)/Variance/Exemption Submittal Package:
 - a. CDP/Variance/Exemption Filing Fee
 - b. CDP/Variance/Exemption Submittal Application(s)
 - c. Historical Building Permit Records
 - d. CDP/Variance/Exemption Findings
 - e. Ownership and Occupants List and Labels
 - f. CDP/Variance/Exemption Project Narrative
 - g. List of Lessees and Easements
 - h. Land Use Map
 - i. Photo Survey
 - j. Fuel Modification Plan
 - k. Biological Assessment Report
 - l. Archeological Resources Report
 - m. CDP/Variance/Exemption Visual Resources Analysis
 - n. CDP Variance Findings
 - o. Photo Simulations
4. Disaster Assessment/Inspections/Emergency Evaluation Reporting
5. Existing Grounding Assessment
6. Feasibility Study
7. Future Growth Assessment (Based on Tower and Foundation Structural Analysis)
8. Generator Load Test
9. Geotechnical Report
10. Hardware Consultant
11. HVAC Duct Work Assessment
12. Hygienist Report
13. Intermod Study
14. Landscape Architecture
15. Redesign Changes
16. Renewable Energy Analysis
17. Roof Report
18. Solar Power Design Work
19. Soils Management Report
20. Title Reports
21. Tower and Tower Foundation Mapping
22. Power Load Study
23. Transfer AQMD Permit
24. Tower and Foundation Structural Analysis
25. Tower Grounding Assessment

26. Tower Mapping
27. Topography Survey

3.3 Construction Support Services

For sites that require Construction Support Services as set forth in Section 2.3 of this Attachment 1 (Scope of Services), it is the expectation of the LA-RICS Authority that the Consultant will provide the following deliverables, as may be applicable, for each site pursuant to an NTP issued to the Consultant. It is further the expectation of the LA-RICS Authority that any such deliverable(s) shall be completed within the timeframes set forth in the NTP.

1. Attend pre-bid walks as required, if requested.
2. Prepare clarification documents (e.g. Requests for Information) for release by the LA-RICS Authority as required within 2 days of receipt.
3. Assist the LA-RICS Authority with review, evaluation, and recommendations for awarding construction contracts.
4. Assist the LA-RICS Authority in solicitations of the project, if requested.
5. Assist the LA-RICS Authority with any additional construction support services as may be needed and requested.
6. Updating construction drawings as may be necessary.
7. Preparing As-Built drawings pursuant to the relevant sections of Section 6 (Additional A/E Provisions) of this Attachment 1 (Scope of Services), as may be necessary.

3.4 Handoff Design and Engineering Services

For sites that require Handoff Design and Engineering Services as set forth in Section 2.4 of this Attachment 1 (Scope of Services), it is the expectation of the LA-RICS Authority that the Consultant will provide the necessary engineering and design services on a site by site basis pursuant to an NTP issued to the Consultant to bring the site through the permitting and As-Built Drawing stage, at whatever juncture the site may be in when this work is requested.

The NTP will be explicit and provide background information as to where the site is in the design phase and provide direction to the Consultant of what the handoff of work will consist of and what deliverable(s) from the list below is required. It is further the expectation of the LA-RICS Authority that any such deliverable(s)/work shall be completed within timeframes listed below the unless otherwise instructed and authorized by the LA-RICS Authority via an NTP:

Item	Deliverable	Production Timeframe ^{1,2,3}
1.	Site Walk	10 days from NTP
2.	Confirmation Letter from Consultant acknowledging they will assume such Handoff Design and	5 days from Site Walk

Item	Deliverable	Production Timeframe ^{1,2,3}
	Engineering Services for the site based on the Site Walk and after reviewing existing site documentation	
3.	Site Sketch	14 days from Confirmation Letter
4.1	Zoning Drawings ⁴	21 days from approved Site Sketch
4.2	Coastal Development Permit (CDP) Drawings, as may be applicable ⁴	21 days from approved Site Sketch
5.	75% Construction Drawings	28 days from approved Zoning Drawings or CDP Drawings
6.	100% Construction Drawings (BP Submittal Construction Drawings, inclusive of final power design from Utility Provider, but excludes Solar which will be contemplated as Other Related Services)	14 days from approved 75% Construction Drawings
7.	Building Permit Approved Drawings (inclusive of all responses to jurisdictional review comments such that the Building is ready for issuance)	120 days from Approved 100% Construction Drawings
8.	Construction Support Services	TBD – To Align with Construction Bidding and Construction Activities
9.	Final As-Built Drawings	14 days from Construction Completion

Note 1: The LA-RICS Authority is responsible to respond to Consultant within 5 business days and it is the Consultants responsibility to address LA-RICS Authority's comments/revisions within 5 business days thereafter.

Note 2: Upon receipt of comments/revisions from the LA-RICS Authority, and at the request of the LA-RICS Authority, a Live Review with the Consultant as set forth in Section 2.6.11 of this Attachment 1 (Scope of Services), shall occur within 3 business days.

Note 3: Following the Live Review, it is the Consultants sole responsibility to incorporate all the LA-RICS Authority's comments within 3 business days, the LA-RICS Authority will not be responsible for payment for any additional revisions required by the Consultant to accurately reflect complete construction drawings after the Live Review session has occurred.

Note 4: The LA-RICS Authority will require either Zoning Drawings OR Coastal Development Drawings, not both, and such request will be explicitly outlined in the NTP.

3.5 Special Assignments

For sites that require Special Assignment work as set forth in Section 2.5 of this Attachment 1, it is the expectation that the Consultant will perform the work and provide the requested deliverables, whatever they may be, in connection with an NTP issued to the Consultant for such Special Assignment work. It the expectation of the LA-RICS Authority that any such work and corresponding deliverable(s) shall be completed within the timeframes set forth in the NTP.

4.0 SCHEDULE

- 4.1 The LMR System is funded by federal grants with strict performance timeframes and therefore time is of the essence. Due to the constricted timeframe the Consultant shall adhere to the timeframes set forth in Section 3.0 (Deliverables) and in NTPs, whatever they may be. Additionally, the Consultant shall maintain the staffing and ability throughout the term of the Agreement to prepare a minimum of five (5) sites worth of deliverables

concurrently.

- 4.2 After successful negotiations, award of contract, contract execution, and prior to starting any assigned work or project, Consultant will be issued an NTP outlining the schedule of such work. Failure of Consultant to meet specified schedule goals may result in termination of this contract.
- 4.3 It is the expectation of the LA-RICS Authority that for Complete Design and Engineering Services and Handoff Design and Engineering Services, Consultant will provide the deliverables within the timeframes listed in Section 3.1 and Section 3.4, respectively, of this Attachment 1 (Scope of Services), unless otherwise instructed and authorized by the LA-RICS Authority by way of an NTP.
- 4.4 With respect to Other Design and Engineering Related Services, Construction Support Services, and Special Assignments, the timeframes for the requested work and corresponding deliverables will be specified in an NTP.
- 4.5 In the event Consultant is not able to meet the given timeframes set forth in this Attachment 1 (Scope of Services) and/or NTPs for any and all services/deliverables, the LA-RICS Authority may, **in its sole discretion**, proceed as follows:
 - a. Provide the Consultant an extension of time provided such extension is requested by the Consultant in writing and such extension does not negatively impact the LA-RICS Authority's overall project schedule.
 - b. Assess the Consultant with Liquidated Damages pursuant to, and in the manner prescribed in, Section 32 (Liquidated Damages) of the Agreement.

5.0 COMPENSATION

- 5.1 Consultant's total fee for each wireless land mobile radio telecommunications facility site design shall be based on a Schedule of Prices negotiated between LA-RICS Authority and the selected Consultant. For negotiation purposes, the Consultant shall provide a detailed lump sum deliverable Schedule of Prices for the drawing packages on a per telecommunication site type basis and hourly rates for additional work with an hourly breakdown of costs.
- 5.2 The LA-RICS Authority may require Consultant to design any combination of the five (5) different wireless land mobile radio telecommunication site types for purposes of scope definition and pricing. For Complete Design and Engineering Services, it is the expectation of the LA-RICS Authority that pricing will be negotiated based on the different wireless land mobile radio telecommunication site types as listed below.

1. Lattice Tower (Refer to Attachment 1.1 for Example)
 2. Tower Collocation (Refer to Attachment 1.2 for Example)
 3. Rooftop (Refer to Attachment 1.3 for Example)
 4. Monopine (Refer to Attachment 1.4 for Example)
 5. Coastal Development Permit (Refer to Attachment 1.5 for Example)
- 5.3 For Other Design and Engineering Related Services, it is the expectation that compensation for these deliverables will be based on a per deliverable basis and will be contemplated in the Schedule of Prices, which will be negotiated by the LA-RICS Authority and the selected Consultant.
- 5.4 For Construction Support Services, Handoff Design and Engineering Services, and Special Assignment work for each project/site, it is the expectation of the LA-RICS Authority that such work shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Schedule of Prices negotiated between LA-RICS Authority and the selected Consultant, **unless** there is a predetermined price for the deliverable/service being requested by the LA-RICS Authority in the Schedule of Prices.
- 5.5 For compensation for Special Assignments, it is the expectation of the LA-RICS Authority that preapproval in writing shall be provided for any special costs and reimbursable expenses, outside copying, etc.
- 5.6 For each project and/or assignment, Consultant shall submit a monthly invoice for review and approval by the LA-RICS Authority. The Consultant shall be compensated monthly for completed deliverables and any additional hourly work performed for Construction Support Services, Handoff Design and Engineering Services, or Special Assignments, as may be applicable, based on work completed and approved by the LA-RICS Authority. An invoice shall conform to LA-RICS' Authority Invoicing Instructions and shall not be made more than once per month. An invoice shall include a detailed backup for work completed and all authorized reimbursable expenses. **Mileage is not reimbursable.**

6.0 ADDITIONAL ARCHITECTURAL/ENGINEERING (A/E) PROVISIONS

- 6.1 Consult (and attend and prepare minutes of all necessary consultations and conferences) to the extent required by LA-RICS Authority with authorized employees and representatives of LA-RICS Authority relative to the design and construction of the Project.
- 6.2 Cooperate with other professionals employed by LA-RICS Authority to perform services related to the Project.
- 6.3 Advise Executive Director as to the necessity and manner of providing or obtaining services related to the site, such as: property boundary, right of

way, topographic, hydrographic and utility surveys, soil mechanics, and subsoil data.

- 6.4 Review site surveys, subsoil data, chemical, mechanical, and other data logs of borings, and similar information, and advise LA-RICS Authority whether such data is sufficient for purposes of design, or whether additional data is necessary before Consultant can proceed with design.
- 6.5 Discuss with Executive Director any of LA-RICS Authority's requirements and procedures affecting its construction projects which, in the opinion of Consultant, would not lead to the best results when applied to the Project.
- 6.6 Develop a cost-effective approach for each site and the Project.
- 6.7 Correct or revise, without additional cost to LA-RICS Authority, any errors or deficiencies in Consultant's services furnished under the Agreement.
- 6.8 Perform professional services in accordance with public laws, ordinances, and regulations applicable to the Project to be performed under the Agreement.
- 6.9 Contract for or employ, at Consultants expense, customary consultants to the Consultant such as architects, mechanical, electrical, structural, and civil engineers to the extent Consultant deems necessary for design of the Project and subject to approval of Executive Director. Each such consultant rendering professional services under this Agreement shall be duly licensed to practice under the appropriate laws of the State of California and shall be approved by Executive Director. Neither approval by Executive Director, nor any of the foregoing procedures, shall create any contractual relationship between LA-RICS Authority and any consultant employed by the Consultant.
- 6.10 Designate as the Project Manager a principal or member of Consultant's staff who shall be approved by Executive Director and who shall be in charge of the services for the Project commencing with the preparation of Schematic Designs through the completion of construction so long as such Project Manager's performance is acceptable to Executive Director.
- 6.11 Designate by letter addressed to Executive Director or his/her designee, persons authorized to sign letters, papers, and other documents relative to the services to be performed herein on behalf of Consultants.
- 6.12 The books, papers, records, and accounts of Consultant, insofar as they relate to charges for services, or in any way connected with services herein contemplated, shall be open during reasonable business hours to inspection and audit by the authorized employees and representatives of

LA-RICS Authority. Said records shall be retained for a minimum of five years after completion of services.

- 6.13 In compliance with the Los Angeles County Municipal Storm Water National Pollutant Discharge Elimination System (NPDES) permit, the Project type, if included in the County's Development Planning for Storm Water Management manual, is required to comply with the Standard Urban Storm Water Mitigation Plan (SUSMP), which was approved by the Los Angeles Regional Water Quality Control Board on March 8, 2000. The A/E shall prepare a drainage concept and storm water quality plan for the Project in accordance with the SUSMP requirements.
- 6.14 The Consultant will use the latest version of Microsoft Project for project scheduling, project management and document management.
- 6.15 Prepare Schematic Design studies incorporating the program requirements and including site plans, floor plans, elevations, sections, and other drawings necessary to describe the Project. Schematic studies shall be revised by Consultant until an acceptable design concept has been approved by Executive Director.
- 6.16 Prepare outline specifications in sufficient detail and in a form satisfactory to Executive Director to permit an analysis of the proposed construction; criteria and performance standards of materials and methods of construction specified; a tabulation of both gross and assignable floor areas; and a comparison to the initial program area requirements and other criteria.
- 6.17 Prepare a written Schematic Phase Project construction cost estimate specifying ENR index used.
- 6.18 Based on the approved site plan, as appropriate prepare architectural, structural, mechanical, and electrical floor plans; elevations; cross-sections and other required drawings; and outline specifications describing the size, character, and quality of the entire project in its essentials as to kinds and locations of materials, and type of structural, mechanical, and electrical systems.
- 6.19 Prepare a construction cost estimate in material and labor breakdown form based on the Design Development drawings and specifications.
- 6.20 The information in the construction drawings development phase shall be sufficiently complete to cover all matters which will materially affect the cost of the Project, and all essential operational requirements of the project program.
- 6.21 Revise Design Development documents to the satisfaction of Executive Director or his/her designee.

- 6.22 Based on the approved Design Development, prepare Construction Documents (100% Construction Drawings) consisting of working drawings, specifications and computations in a form satisfactory to Executive Director, and secure required approvals and permits. Prepare Construction Documents (100% Construction Drawings) in full compliance with applicable building codes, ordinances, and other regulatory authorities. Submit to LA-RICS Authority for final review.
- 6.23 Prepare a construction cost estimate in a material and labor breakdown form based on completed Construction Documents (100% Construction Drawings). The estimate shall itemize basic and alternate costs in conformance with the Form of Proposal intended for bidding purposes.
- 6.24 Submit final Construction Documents (100% Construction Drawings), including all necessary corrections, which shall present a clear and complete coverage of the Project for the proper submittal of bids and the orderly expeditious construction of the Project.
- 6.25 Prepare supplementary conditions, general requirements, forms of bid proposal, and other documents in such detail as may be required to obtain competitive bidding for the entire Project or any division of the Project and incorporating LA-RICS Authority standard documents and/or documents of appropriate authorities as furnished by Executive Director.
- 6.26 Make periodic (at a minimum, weekly) visits, as may be needed and requested by the LA-RICS Authority to the Project to ascertain the progress of the Project and its general compliance with Construction Documents; attend project meetings. Consultant shall also visit the Project promptly whenever requested to do so by Executive Director. Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for the Contractor's failure to carry out the Project in accordance with the Agreement documents.
- 6.27 Interpret the Construction Documents (100% Construction Drawings) and furnish one copy in reproducible form, pursuant to Section 2.6.14 of this Attachment 1 (Scope of Services) of any clarification drawings and other documentation required. Prepare a recommendation on appropriateness of change orders to Construction Documents (100% Construction Drawings) as necessary as a result of interpretations and/or clarifications. Recommendation shall be based on compliance with codes and the specifications of the Project.
- 6.28 Authorize necessary addition or deletion of items of work covered by unit prices in the construction Agreement when determined to be necessary and previously approved by Executive Director.

- 6.29 Review and approve all submittals by the Contractor, including shop drawings, product data, and samples for conformance with design concept and Agreement documents. All reviews will be accomplished in a timely manner so as to cause no delays in the work.
- 6.30 Review and advise Executive Director or his/her designee, as to the acceptability of the substitutions proposed by construction contractor.
- 6.31 Participate in the final acceptance inspections of the Project and advise LA-RICS Authority as to the acceptability of work performed by construction contractor.
- 6.32 The Consultant shall verify and incorporate all as-built conditions represented on the job-site As-Built drawings, as noted by the Contractor, into a final record set. Consultant shall keep one (1) complete up-to-date set of drawings in an electronic format at all times in his/her office, reserved for use as a set of record drawings. The electronic format set is the original CAD generated drawings used to print the bid set drawings. Throughout the duration of the construction work, it shall be the responsibility of the Consultant to maintain a record of all changes in the work electronically on the record set. Updates to the Agreement drawings and specifications may include, but are not limited to, underground utility runs, which are installed in locations other than those indicated in the Agreement drawings and those lines that have been indicated as to be field run as located. The lines shall be located on the electronic-format record drawings dimensionally from a fixed point, such as a street-curb line, or street centerline, or a permanent structure. All variations from the Agreement drawings and any additional information required by the specifications shall be entered on the electronic-format record drawing set as they occur, in an electronic font of contrasting color, properly identified with cloud and delta markings, and layered as directed by the owner's representative. Request for information and no-cost changes to the plans shall also be incorporated as part of the record drawings. Mere references to RFIs, Bulletins, Change Orders, or Supplemental Drawings without graphically incorporating the changes are not acceptable.
- 6.33 Consultant's progress payments will be contingent upon the electronic-format record drawings being maintained in a current status, and the owner representative may not approve progress payments unless these electronic-format record drawings are updated regularly. The Consultant shall submit to the owner representative together with the application for payment, a package consisting of a copy of the record drawings in an electronic format updated since the previous pay request.
- 6.34 At the conclusion of construction, and as a condition for final Consultant payment, the Consultant shall complete the incorporation of all remaining changes into the record documents. Consultant shall submit to the Project

Manager together with the application for final payment, a package consisting of a copy of the record documents in PDF and AutoCAD format, and a reproducible copy of those drawings to show all changes made during construction based upon the contractor's records as provided for in the As-Built drawings and specifications, pursuant to Section 2.6.14 of this Attachment 1 (Scope of Services). Each drawing sheet shall be prominently noted Record Drawing. These documents shall become property of the LA-RICS Authority. In addition, Consultant shall provide the LA-RICS Authority Project Manager with a spreadsheet in the electronic format containing one line of data for each document submitted in electronic format for record purposes, thereby creating a table of contents listing out all design/permitting/engineering documents related to the final design.

6.35 The AutoCAD format shall meet the following requirements:

- a. All x-ref's, fonts, layering, OLE objects, pen settings, and shape files shall be bound with all paths removed from x-refs and image files, and shall be displayed identically to their hard copy when viewed on screen or viewer without zooming or other adjustments. In no case shall any of the above items require to be manually loaded prior to the full display of the drawings.
- b. All AutoCAD drawings shall be filed according to the sheet index.
- c. All AutoCAD drawing files shall be named similar to the index sheet list and should identify the main content of the drawing, e. g., A-3_Floor, A-4_Elev, A-6_Det, etc.

6.36 Upon request of LA-RICS Authority, advise Executive Director of deficiencies in construction of the Project which develop subsequent to acceptance of the Project, but prior to expiration of the warranty period of the Project, and review satisfactory methods for corrections of such deficiencies.

7.0 RESPONSIBILITIES

7.1 LA-RICS Authority's Responsibilities

The LA-RICS Authority will:

- 7.1.1 Reimburse Consultant for plan checking fees or permit fees to obtain permits for the construction of the Project, pursuant to Section 2.6 (Reimbursables) of this Attachment 1 (Scope of Services).

- 7.1.2 Provide a program and fixed limit construction cost for the Project, including information as to the space and facility requirements, budget limitations, and scheduling.
- 7.1.3 Furnish or authorize Consultant to furnish soil and foundation data when such data is deemed necessary by Executive Director and Consultant, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 7.1.4 Provide necessary forms of Contracts, bonds, general conditions of the Agreement, and advertisement for bids.
- 7.1.5 Notify Consultant in writing of LA-RICS Authority administrative procedures required and name LA-RICS Authority representative authorized to act in its behalf. Executive Director shall review documents submitted by Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the work.
- 7.1.6 Notify Consultant in writing of apparent deficiencies in materials or workmanship during the contractor's term and warranty period.
- 7.1.7 Nothing in this Agreement nor any act or failure to act on the part of LA-RICS Authority shall be construed as a waiver of a claim by LA-RICS Authority for any defects or deficiencies in the drawings and specifications, or of any Consultant services required by this Agreement.
- 7.1.8 Furnish and release those Construction Documents prepared by the Consultant required for construction bidding purposes on a per site basis.

7.2 Consultant's Responsibilities

- 7.2.1 **Standard of Care:** Consultant represents, covenants, and agrees that all of the services to be furnished by Consultant under or pursuant to this Agreement, from the inception of this Agreement until the Project has been fully completed, shall be of a standard and quality that prevails among architects engaged in architectural practice throughout the United States under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality, and schedule [Professional Standard]). Consultant accepts the special relationship of trust and confidence established between it and LA-RICS Authority by

this Agreement. Consultant covenants to design the Project and produce the necessary construction documents, and to further the interests of LA-RICS Authority in accordance with LA-RICS Authority's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Agreement.

- 7.2.2 Americans with Disabilities Act (ADA): Consultant shall exercise skill and care in accordance with the Professional Standard to design the Project to conform to requirements imposed by governmental authorities having jurisdiction over the Project. On January 26, 1991, the Americans with Disabilities Act (ADA) became effective. The ADA is a civil rights law and not a building code. As such, there is no mechanism (such as review by local building officials) whereby Consultant and LA-RICS Authority can receive an official determination to confirm that the Project's design complies with the ADA. Title III of the ADA relates to Public Accommodations and Services Operated by Private Entities (the Guidelines), and certain standards affecting the Project's design have been promulgated by the Federal government pursuant to the Guidelines. Compliance with the other titles of the ADA is LA-RICS Authority's sole responsibility. Based on Consultant's professional knowledge, judgment, and belief, Consultant will design the Project to reflect the requirements of the Guidelines in effect as of the date of the issuance of the building permit, insofar as such requirements relate to the architectural design of the Project. Consultant does not warrant that its efforts related to the ADA will assure compliance; however, Consultant will perform its services in accordance with the Professional Standard so as to achieve the objectives of the Guidelines.
- 7.2.3 The review, checking, plan checking, approval, acceptance of, or payment for any services under this Agreement by LA-RICS Authority, Executive Director, or jurisdictional agencies, shall not relieve Consultant of the completeness and coordination of A/E services; nor shall such actions by LA-RICS Authority be construed to operate as a waiver of its rights under this Agreement or of any cause of action arising out of, or in connection with, the performance of Consultant's obligations under this Agreement.
- 7.2.4 Consultant shall, without additional cost or fee to LA-RICS Authority, correct or revise any errors or deficiencies in performance under this Agreement.

- 7.2.5 Consultant shall design this project so that it can be constructed (under normal LA-RICS Authority competitive bid procedure) within the fixed limit construction cost.
- 7.2.6 If the lowest responsive construction bid exceeds the fixed limit construction cost by more than ten percent (10%), Consultant shall, as a part of this Agreement, and at no additional cost to LA-RICS Authority, perform such redesign, re-estimating and other services as may, in the opinion of Executive Director, be required to produce a usable facility within the fixed limit construction cost. Consultant shall start such redesign services immediately upon written notification from Executive Director and shall complete the revisions within a reasonable time as determined by Executive Director.

DUE TO FILE SIZE CONSTRAINTS, THE FOLLOWING ATTACHMENTS ARE PROVIDED IN THE LINK BELOW:

- Attachment 1.1 – Lattice Tower Example
- Attachment 1.2 – Collocation Example
- Attachment 1.3 – Rooftop Example
- Attachment 1.4 – Monopine Example
- Attachment 1.5 – Coastal Development Permit (CDP) Example

LINK TO DOWNLOAD ATTACHMENTS 1.1 – 1.5:

[CLICK HERE](#) *(Please note the files are available to download until September 8, 2021)*

ATTACHMENT 1.6 EXAMPLES OF LA-RICS MITIGATION MEASURES

LA-RICS Mitigation Measures for Site 1

Resource Values and Environmental Concerns

The site has been included in prior environmental approvals under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). These approvals, and the consultations with U.S. Fish and Wildlife Service and the California State Office of Historic Preservation (SHPO) have led to the creation of the LA-RICS Mitigation Monitoring and Reporting Program (MMRP). The MMRP includes measures specific to LA-RICS LMR Site 1, as identified below.

Cultural Resources

CUL MM 1 - Archaeological or Native American Monitoring – Prehistoric Resources:

At Project sites with known or potential presence of prehistoric archaeological material (artifacts and/or features) within the defined APEs, qualified archaeological or Native American monitors shall be present during all subsurface excavation for tower or monopole foundations and during grading for access roads and structure foundations. The archaeological monitor will, at a minimum, have a B.A. in anthropology or related field or will have successfully completed an archaeological field methods school. The monitor will work under the supervision of an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards (Project Archaeologist). The standards are published in CFR 36 Part 61 and found on the National Park Service website at http://www.nps.gov/history/local-law/arch_stnds_9.htm. In the event that prehistoric archaeological material is unexpectedly discovered within the APE, the procedures set forth in CUL MM 3 - Unexpected Discovery of Archaeological Materials shall be followed.

CUL MM 3: Unexpected Discovery of Archaeological Materials:

In the event that previously unidentified prehistoric or historic-age archaeological resources are uncovered, the following actions shall be taken:

- 1) All ground-disturbing work within 165 feet (50 meters) of the discovery shall be halted. The qualified archaeological monitor will mark the immediate area with highly visible flagging and immediately notify the Project Archaeologist.
- 2) The Project Archaeologist shall inspect the discovery and determine whether further investigation is required. If the discovery can be avoided and no further impacts will occur, the resource shall be documented on California State Department of Parks and Recreation cultural resource record forms, and no further effort shall be required.
- 3) If the resource meets the criteria for any or all of the categories described in (3) above, work shall remain halted, and the Project Archaeologist shall consult with LA-RICS Authority staff regarding methods to ensure that no substantial adverse changes occur. Preservation in place (i.e., avoidance) is the preferred method of ensuring no substantial adverse impacts occur on historic properties/historical resources and shall be required unless other equally effective methods are agreed upon among the Project Archaeologist, the Authority, and any other stakeholders.

If the archaeological material appears to represent a site – defined as three or more artifacts and/or features in an intact deposit – an archaeological test program (Phase II) may be necessary. Associated mitigation measures include, but are not limited to, collection of the archaeological materials, recordation (e.g., DPR Primary Record and Site Forms), and analysis of any significant cultural materials in accordance with a Data Recovery Plan, and curation of artifacts at an approved curation facility. A curation agreement for this Project is already in place with the University of California, Los Angeles, Archaeological Collections Facility at the Fowler Museum. At the completion of the appropriate mitigation measures, a professional-level technical report shall be filed with the appropriate California Historical Resources Information System (CHRIS) Information Center (IC).

- 4) Work at the project location may commence upon completion of the appropriate mitigation treatment(s).

CUL MM 4: Unexpected Discovery of Human Remains:

In the event that human remains are unexpectedly encountered, the following procedures shall immediately be followed. This guidance is also provided on the NAHC's website at <http://nahc.ca.gov/resources/discovery-of-native-american-human-remains-what-to-do/>.

- 1) All construction activity shall stop immediately, and the Project Archaeologist shall be notified. The Project Archaeologist will contact the Los Angeles (or applicable) County Coroner. The list of California Coroners can be found on the Native American Heritage Commission's website at <http://nahc.ca.gov/2015/06/implementation-of-ab52-sampleletters-request-for-formal-notification-and-request-for-consultation/>.
- 2) The Coroner has two working days to examine human remains after being notified by the responsible person. If the remains are Native American, the Coroner has 24 hours to notify the Native American Heritage Commission.
- 3) The Native American Heritage Commission will immediately notify the person it believes to be the most likely descendent of the deceased Native American.
- 4) The most likely descendent has 48 hours to make recommendations to the owner, or representative, for the treatment or disposition, with proper dignity, of the human remains and grave goods.
- 5) If the descendent does not make recommendations within 48 hours the owner shall reinter the remains in an area of the property secure from further disturbance, or;
- 6) If the owner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the Native American Heritage Commission.

CUL MM 6 - Potential Paleontological Resources Plan:

(Note: A project-wide Paleontological Resources Management Plan has been developed by the LA-RICS Authority and is in effect for this site)

A Paleontological Resources Monitoring Plan shall be developed and approved prior to construction to guide the activities of monitors during ground-disturbing activities. The plan would include, but not be limited to, a description of the project location, the regulatory framework, site-specific impact mitigation requirements designed to reduce impacts to less than significant, specific locations and construction activities requiring monitoring and/or spot checking, procedures to follow for construction monitoring and

fossil discovery and recovery, and a repository agreement with the Natural History Museum of Los Angeles County or other accredited repository. Mitigation measures that may be implemented to ensure that impacts to paleontological resources would be reduced to less than significant may include but are not limited to the following:

- a) Worker awareness training on paleontological resources presented to construction personnel prior to the start of construction. The training should include at minimum, the following:
 - The types of fossils that could occur at the project site
 - The procedures that should be taken in the event of a fossil discovery
 - Laws protecting paleontological resources
 - Penalties for destroying or removing paleontological resources
- b) Paleontological monitoring during ground disturbance at all sites with moderate/unknown or high paleontological potential
- c) Salvage of significant fossil resources
- d) Screenwashing of matrix samples for microfossils
- e) Laboratory preparation of recovered fossils to the point of identification and curation
- f) Identification of recovered fossils to the lowest possible taxonomic order
- g) Curation of significant fossils at the Natural History Museum of Los Angeles County or other accredited repository
- h) Preparation of a final monitoring report that includes at a minimum the dates of field work, results of monitoring, fossil analyses, significance evaluation, conclusions, locality forms, and an itemized list of specimens.

The Plan shall be submitted to the Authority for review and approval and finalized at least 14 days prior to the start of construction.

CUL MM 7 - Paleontological Resources Monitoring:

Paleontological monitoring shall be conducted by a qualified paleontological monitor who has demonstrated experience in the collection and salvage of fossil materials. An undergraduate degree in geology or paleontology is preferable but is less important than documented experience performing paleontological monitoring and mitigation. The monitor will work under the supervision of a Principal Paleontologist.

The qualified professional paleontological monitor shall be present during ground disturbance at all sites with moderate/unknown or high paleontological potential, and as specified in the Paleontological Resources Monitoring Plan prepared in accordance with CUL MM 6 - Potential Paleontological Resources Plan. The monitor shall be present during all subsurface excavation for tower or monopole foundations and during grading for access roads and structure foundations. Any sites that require monitoring or mitigation within the Angeles National Forest will require a qualified paleontologist to have a U.S. Department of Agriculture Forest Service-Temporary Special-Use Permit for paleontology. Based on the specific site conditions observed during monitoring (type of sediment impacted, previous disturbances, nature of site conditions), the Principal Paleontologist may reduce or increase monitoring efforts in consultation with the Agency. In the event that a previously unidentified paleontological resource is uncovered, the following actions shall be taken:

- 1) All ground-disturbing work within 50 feet of the discovery shall be halted. A qualified paleontologist shall divert or direct construction activities in the area of an exposed fossil in order to facilitate evaluation and, if necessary, salvage of the exposed fossil. Work shall not resume in the discovery area until authorized by the qualified paleontologist.
- 2) The paleontologist shall inspect the discovery and determine whether further investigation is required. If the discovery can be avoided and no further impacts will occur, no further effort shall be required.
- 3) If the resource is determined to be a unique paleontological resource, work shall remain halted, and the paleontologist shall consult with LA-RICS Authority staff regarding methods to ensure that no substantial adverse change would occur to the significance of the resource. Preservation in place (i.e., avoidance) is the preferred method of ensuring that no substantial adverse impacts occur to the resource and shall be required unless other equally effective methods are available. Other methods include ensuring that the fossils are scientifically recovered, prepared, identified, catalogued, and analyzed according to current professional standards.
- 4) Due to the small nature of some fossils, a fine mesh screen may be used at the discretion of the paleontologist to screen matrix test samples on-site during monitoring. Additionally, bulk matrix samples may be collected and transported to a laboratory facility for processing.
- 5) Provisions for preparation and identification of any fossils collected shall be made before donation to a suitable repository.
- 6) All recovered fossils shall be curated at the Natural History Museum of Los Angeles County, or a local accredited and permanent scientific institution according to Society of Vertebrate Paleontology standard guidelines standards. Work may commence upon completion of the appropriate treatment and the approval from the Authority.

Biological Resources**BIO MM 1 Mitigation Monitoring and Reporting Plan:**

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement a mitigation monitoring and reporting plan (MMRP) for the proposed Project. The MMRP would serve to organize environmental compliance requirements identified in best management practices (BMPs), mitigation measures, permit requirements, real property agreement conditions, coordination with the land management agency(s), and other applicable sources. The MMRP shall contain an organization chart and communication plan for environmental compliance as it relates to the proposed Project.

BIO MM 2 Worker Environmental Awareness Program:

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement, including coordination with the respective land management agency, a Worker Environmental Awareness Program (WEAP) for the proposed Project. This mitigation measure would serve to institute and formalize an education program to increase awareness of environmental resources and measures and rules that are in place to help minimize impacts to those resources.

- a) A WEAP shall be developed and shall be required for all construction employees prior to placement of Project equipment, construction, or any ground disturbing activities at the proposed Project site. Training of additional workers, contractors, and visitors shall be provided, as needed.
- b) The WEAP is to inform on-site workers of the possible presence of special status species, the measures to be taken to protect these species, and the importance of minimizing impacts to the natural environment through the protection of native vegetation, adhering to required buffers and protection zones, staying on existing roads, and implementing BMPs that includes containment of any spills, disposal of trash, and management of runoff and sediment transport.
- c) To assure long-term implementation of mitigation measures, an information sheet listing potential sensitive species and what to do if any are encountered shall be prepared, distributed to workers, and posted on site.

BIO MM 3 Biological Compliance Reporting:

A biological monitor shall visit all active construction sites at least once weekly to document compliance and provide reports to the project administrator on a weekly basis.

BIO MM 4 Site Sanitation:

- a) The contractor shall keep a regulated work area free of litter and trash. Trash and discarded food items shall be contained within an appropriate receptacle and removed daily to avoid attracting wildlife to the construction site, contribute to habituation of wildlife to the presence of humans, or to attract avian or mammalian predators to the area.
- b) All construction debris (including nuts, bolts, small pieces of wire, etc.) shall be cleaned up (e.g., trash removed, scrap materials picked up) each day that work is conducted to minimize the likelihood of wildlife visiting the site and consuming

microtrash (e.g., zip-ties, bottle caps, cigarette butts), discarded food, or other substances.

BIO MM 5 Hazardous Materials Management:

- a) A toxic substance management and spill response plan shall be prepared by the contractor for review and approval by the Authority.
- b) Hazardous materials shall be contained; spills shall be prevented; and any spills at the Project site or along access roads shall be contained and cleaned up immediately.
- c) All construction vehicles are required to carry at least one spill response kit.
- d) Any spills shall be accounted for in reports prepared by the biological/environmental monitor.

BIO MM 6 Anti-perch Devices:

Anti-perch devices shall be affixed to any elevated, horizontal structure (this includes the top quarter-arc of disc antennas) suitable for perching or nesting by condors, vultures, or other large birds to deter the use of these facilities as perch or nest sites and so as not to contribute to the habituation of condors to the presence of humans. Anti-perch devices shall be inspected annually and repaired as needed.

BIO MM 8 Biological Monitoring:

A qualified biological monitor shall be present at the site during construction activities that result in ground disturbance or removal of vegetation to ensure all conservation measures are met. Duties of the biological monitor include checking for the presence of wildlife on the construction site, inspecting trenches or holes for trapped wildlife, surveying for the presence of nesting birds and adherence to nesting bird protection buffers, monitoring construction site boundaries, and checking that vegetation flagged for protection is not disturbed.

BIO MM 9 Protect Native Vegetation and Common Wildlife:

- a) Minimize disturbance to native perennial plants; new ground disturbance shall be the minimum necessary and established and delineated prior to any earth-moving activities.
- b) If native perennial vegetation cannot be avoided and would be impacted or destroyed, the disturbance area is to be surveyed for the presence of special status plants and to remove common species of wildlife prior to destruction of the vegetation.
- c) At no time shall protected species be handled or moved. If a protected species is found within the construction area, all work that may impact that animal shall cease and the appropriate agency(s) shall be contacted (e.g., USFWS, CDFW, land management agency). The animal shall be allowed to leave the site on its own accord.
- d) Prior to construction or any ground-disturbance activities, mark the construction disturbance limits and monitor for adherence to these boundaries.
- e) Stay on existing roads.

- f) Do not remove native trees; construction limits shall be established to avoid walnuts, oaks, and any other sensitive species habitat and the limits shall be flagged by a biological monitor.
- g) Protect tree root systems by precluding paving, trenching, or other ground disturbing activities; and preclude heavy equipment from driving, parking, or staging within the tree's dripline.
- h) Any loss of native perennial vegetation, whether planned or unintentional, is to be accounted for in reports prepared by the biological monitor.

BIO MM 10 No Pets:

On-site workers shall be prohibited from bringing pets (especially dogs) to non-urban project sites, as the domestic animal may harass or kill native wildlife present at the site.

BIO MM 11 Site Access:

- a) On access roads, operate all vehicles within the posted speed limits.
- b) If access road speed limits are not posted, do not exceed 15 miles per hour (mph).
- c) Adjust vehicle speed as appropriate to road conditions, avoid causing ruts and gullies, and minimize dust.
- d) Watch for wildlife on roads (including amphibians, snakes, rodents, and tortoises), especially during raining periods, and avoid running them over.
- e) Look under parked vehicles for the presence of wildlife before pulling away to avoid running over wildlife.
- f) Restrict parking and vehicle travel to existing parking areas and roads.
- g) Avoid cutting corners on access roads and impacting vegetation when large equipment and trailers are brought to the project site.
- h) Do not drive off the designated roadway or make any modifications to the road or road shoulders.

BIO MM 17 Raptor Protection:

- a) If construction activities occur during the American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl breeding period, January 1 through July 31, preconstruction surveys would be conducted in all suitable habitats within 500 feet of the Project site as well as within a species-appropriate distance beyond the 500-foot buffer based on line of sight between potential nesting habitat and the construction site.
- b) If construction takes place during the breeding period, the biological monitor shall contact appropriate land management and resource agencies to ascertain if they have any current information on raptor nesting activities in the general vicinity of the proposed Project sites.
- c) If an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest is discovered within 500 feet of the construction site, work shall not be undertaken at that site until the nest is no longer active, with an additional five days to allow the fledging birds to disperse. An active nest is defined as one that is attended, built, maintained, or used by a pair of birds during a given breeding season, whether or not eggs are laid; a nest is considered inactive if not attended to for a period of 10 days or longer.

- d) If an active American peregrine falcon, bald eagle, golden eagle, long-eared owl, or burrowing owl nest is discovered between 500 feet and 0.5 mile of the construction site, the potential for disturbance of the nesting birds would be evaluated based on line-of-sight, degree of potentially disturbing activities, and other site-specific factors. If the CDFW and land management agency concur, the protection buffer distance may be reduced.

BIO MM 18 Nesting Bird Protection:

- a) It is preferred that removal of trees or large tree limbs and other vegetation removal activities such as grubbing or shrub clearing avoid the typical bird nesting season of January 1 through September 15.
- b) If construction activities occur during the bird nesting season, and to prevent disturbance to or destruction of nests of protected native bird species that could occur as a result of vegetation removal, disturbance, or other on-site construction activities, preconstruction surveys for nesting birds shall be conducted by a qualified biological monitor within 10 calendar days prior to on-site construction-related disturbance activities from March 1 through September 15 for non-raptors, and January 1 through July 31 for raptors.
- c) If nesting protected non-raptor species are detected, a 300-foot avoidance buffer shall be implemented; a 500-foot avoidance buffer would be applied to any active nest of a raptor or other species of special status bird.
- d) Appropriate site-specific buffers may be established with the approval of a project designated avian expert, based in part on the species of nesting bird present, location of nest, nesting phenology, magnitude of potential disturbance, and other site conditions (e.g., levels of ambient noise; line-of-sight).
- e) If construction activities would occur within the general buffer distances for active nests (300 feet for non-raptors and 500 feet for raptors), a biologist monitor must be present during those activities.
- f) No active nests may be destroyed; inactive bird nests may be destroyed as part of vegetation removal but may not be reduced to possession.
- g) Between September 16 and December 30, grubbing, shrub clearing, and tree/limb removal activities are not subject to restrictions based on the protection of migratory birds.
- h) Comply with the USFWS Office of Migratory Birds voluntary guidelines (USFWS 2013a) for communications tower placement, construction, and operation.
- i) For any towers that must exceed 199 feet in height, lighting requirements would be designed in cooperation with FAA and USFWS Office of Migratory Birds to minimize attraction and resulting mortality of migratory birds.

BIO MM 19 Trenches and Holes Management:

- a) The contractor shall cover or backfill all trenches the same calendar day they are opened, where practicable.
- b) If trenches or holes cannot be closed the same day they are made, covers shall be firmly secured at ground level in such a way that small wildlife cannot slip beneath. At sites that require the presence of a biological monitor, trench covers shall be approved by the monitor.

- c) Open trenches shall be inspected regularly throughout the day and prior to filling to remove any trapped common wildlife (e.g., small mammals, reptiles, amphibians) and to check for the presence of protected wildlife species (e.g., arroyo toad) at Project sites that require the presence of a biological monitor.
- d) If a protected wildlife species is present in the trench, the on-site Biological Monitor shall contact USFWS immediately, ensure the protected species is not in immediate danger, and wait for instruction by USFWS.
- e) Covered trenches and holes at sites where biological monitors are present are to be inspected by the monitor at the end of the work day and prior to initiating construction activities the next day.
- f) In locating trenches or holes, disturbance to natural vegetation, including plant root systems shall be minimized.
- g) Prior to trenching, the construction disturbance limits and monitor for adherence to these boundaries shall be marked.

BIO MM 21 Protected Amphibian Protection:

- a) As part of BIO MM 2 WEAP, construction crews shall be informed of the possible presence of protected amphibians (i.e., arroyo toad, California red-legged frog, mountain yellow-legged frog - southern California DPS) in the area and along access roads, and the measures to be taken to avoid impacts to these amphibians.
- b) As part of BIO MM 8 Biological Monitoring, the Biological Monitor shall be present during site preparation and placement of Project equipment. The monitor shall inspect the work area, including equipment storage sites and staging areas, for the presence of protected amphibians each day prior to initiation of on-site construction work following a measureable rain event (≥ 0.01 inch) while construction is ongoing.
- c) To protect dispersing frogs and toads, no Project-related on-site ground-disturbing activities or construction-related travel on access roads shall occur during the night or during rainy periods (within 24 hours of a measureable ≥ 0.01 inch precipitation event or within 48 hours of a major ≥ 0.1 inch precipitation event).
- d) To protect dispersing frogs and toads during normal site operations (non-emergency situations), these Project sites shall not be accessed by maintenance workers during the night or during rainy periods (within 24 hours of a measureable ≥ 0.01 inch precipitation event or within 48 hours of a major ≥ 0.1 inch precipitation event) (emergency situations are exempted).
- e) If a protected amphibian (i.e., arroyo toad, California red-legged frog, mountain yellow-legged frog - southern California DPS) is found within 50 feet of the construction site, all work that involves moving vehicles or ground disturbance shall cease until the animal moves on its own accord.
- f) If protected amphibians are present on the road, vehicles shall stop until the individual(s) move out of harm's way on their own accord.

BIO MM 23 Prevent the Spread of Nonnative Vegetation:

- a) All ground disturbed by construction activities that would not be paved, landscaped, or otherwise permanently stabilized (e.g., graveled, soil compaction) shall be seeded using species native to the Project vicinity.
- b) To prevent the introduction of invasive species seeds, all earthmoving and hauling equipment shall be inspected at the equipment storage facility to remove

soil and vegetation; and the equipment shall be washed prior to entering the construction site.

- c) To prevent invasive species seeds from leaving the site, all construction equipment shall be inspected, and all attached plant/vegetation and soil/mud debris shall be removed prior to leaving the construction site.

BIO MM 24 Special Status Plants Surveys and Protection:

- a) As part of BIO MM 2 - WEAP, construction crews shall be informed prior to the onset of construction activities of the possible presence of special status plants in the area and the importance of maintaining native vegetation.
- b) At identified sites, surveys for special status plants shall be conducted by a qualified botanist prior to ground-disturbing activities, in the proper season and in suitable habitat surrounding the proposed Project site or any area subject to ground disturbance, including access roads.
- c) If a special status plant is found to be present or if surveys are determined to be inconclusive, the areas requiring special protection would be marked prior to construction to provide a buffer to maintain the ecological context of the location at which the plant was found.
- d) Mitigation measure BIO MM 8 - Biological Monitoring shall apply at proposed Project sites where special status plants or their habitat are present, and protection buffers would be monitored for compliance.

Other Resources

AQ MM 1 Weekly Air Monitoring Estimate.

No later than 12:00 p.m. on the Thursday prior to each week of construction, the contractor shall submit a report to the Authority for review and approval which includes, at minimum, the following information: (1) a list of the types and numbers of pieces of on-site construction equipment that will operate at each proposed Project site within the SCAB on each day of the following week of construction; (2) an estimate of the combined total of NOX emissions from all construction activities at all proposed Project sites in the SCAB for each day of the week and verification that the total does not exceed 100 pounds; (3) if combined NOX emissions are forecast to exceed 100 pounds on any day during the week following submittal of the report, the report shall document this fact, and the contractor shall substitute equipment with Tier 4 engines that adhere to emissions standards listed in 40 CFR 1039.101 for all types of off-road equipment to which USEPA regulations apply to the extent necessary to reduce emissions to 100 pounds, or otherwise limit construction activity to the extent necessary to reduce daily basin-wide NOX emissions to 100 pounds, to the satisfaction of the Authority. Compliance with this requirement shall be documented in the following week's report.

GEO MM 1:

Prior to or concurrently with submittal of the application for a building permit for any portion of the proposed Project site, the Contractor shall:

- 1) Submit to the appropriate municipality (County of Los Angeles, County of San Bernardino, or city having jurisdiction over the site) a site-specific, design-level geotechnical report reviewed and approved by both an engineering geologist licensed

in the State of California and a civil engineer licensed in the State of California. The report shall comply with all applicable state and local code requirements and shall:

- a. include an analysis of the expected ground motions at the site from known active faults using accepted methodologies
 - b. include an analysis of all potential geologic hazards including but not limited to, landslides, mudslides, liquefaction potential, identification of active faults, land spreading, and land subsidence. The report shall be prepared in accordance with and meet the requirements of the County of Los Angeles Department of Public Works (LACDPW) Manual for Preparation of Geotechnical Reports, July 1, 2013.
 - c. Specify liquefaction mitigations that shall use proven methods generally accepted by professional engineers to reduce the risk of liquefaction to a less than significant level such as:
 - i. subsurface soil improvement
 - ii. deep foundations extending below the liquefiable layers
 - iii. structural slabs designed to span across areas of non-support
 - iv. soil cover sufficiently thick over liquefaction soil to bridge liquefaction zones
 - v. dynamic compaction
 - vi. compaction grouting
 - vii. jet grouting
 - viii. mitigation for liquefaction hazards suggested in the California Geological Survey's (CGS) Geology Guidelines for Evaluating and Mitigating Seismic Hazards (CGS Special Publication 117, 1997) including edge containment structures (berms, dikes, sea walls, retaining structures, compacted soil zones), removal or treatment of liquefiable soils, modification of site geometry, lowering the groundwater table, in-situ ground densification, deep foundations, reinforced shallow foundations, and structural design that can withstand predicated displacements
 - d. Determine structural design requirements as prescribed by the most current version of the California Building Code, including applicable local county and local city amendments, to ensure that structures can withstand ground accelerations expected from known active faults
 - e. Determine the final design parameters for walls, foundations, foundation slabs, utilities, roadways, parking lots, sidewalks, and other surrounding improvements
- 2) Project plans for foundation design, earthwork, and site preparation shall incorporate all of the mitigations in the site specific investigations.
 - 3) The project structural engineer shall review the site specific investigations, provide any additional necessary mitigation to meet Building Code requirements, and incorporate all applicable mitigations from the investigation in the structural design plans and shall ensure that all structural plans for the project meet current Building Code requirements.
 - 4) Site construction shall not begin until:
 - a. The registered geotechnical engineer representing the applicable permitting municipality for the project site (county or city), or third party registered engineer retained to review the geotechnical reports, has reviewed each site specific geotechnical investigation, approved the final report, and required compliance with geotechnical mitigations contained in the investigation in the plans submitted for

the grading, foundation, structural, infrastructure and other relevant construction permits; and

- b. The applicable permitting municipality for the project site (county or city) has reviewed all project plans for grading, foundations, structural, infrastructure and other relevant construction permits to ensure compliance with the applicable geotechnical investigation and other applicable Code requirements.

HAZ MM 3. Fire Management Plan:

(Note: A project-wide Fire Management Plan has been developed by the LA-RICS Authority and is in effect for this site)

Prior to construction activity, the Authority shall work with the agency responsible for fire protection in the jurisdiction where the site is located to develop and implement a fire management plan for use during construction activity. The plan will identify project locations, project descriptions, anticipated construction activities, limitation of activities during periods of elevated fire risk (e.g., “red flag” days), level of suppression equipment required on site, training requirements, and points of contact.

UTL MM 1:

In the event groundwater in sufficient quantity is encountered to require dewatering, a discharge permit shall be obtained from the applicable RWQCB prior to construction, and removal or discharge of water would be in accordance with the terms and conditions of the permit.

LA-RICS LMR Mitigation Measures for Site 2**Resource Values and Environmental Concerns**

The site has been included in prior environmental approvals under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). These approvals, and the consultations with U.S. Fish and Wildlife Service and the California State Office of Historic Preservation (SHPO) have led to the creation of the LA-RICS Mitigation Monitoring and Reporting Program (MMRP). The MMRP includes measures specific to LA-RICS LMR Site 2, as identified below.

Cultural Resources.**CUL MM 3: Unexpected Discovery of Archaeological Materials:**

In the event that previously unidentified prehistoric or historic-age archaeological resources are uncovered, the following actions shall be taken:

- 5) All ground-disturbing work within 165 feet (50 meters) of the discovery shall be halted. The qualified archaeological monitor will mark the immediate area with highly visible flagging and immediately notify the Project Archaeologist.
- 6) The Project Archaeologist shall inspect the discovery and determine whether further investigation is required. If the discovery can be avoided and no further impacts will occur, the resource shall be documented on California State Department of Parks and Recreation cultural resource record forms, and no further effort shall be required.
- 7) If the resource meets the criteria for any or all of the categories described in (3) above, work shall remain halted, and the Project Archaeologist shall consult with LA-RICS Authority staff regarding methods to ensure that no substantial adverse changes occur. Preservation in place (i.e., avoidance) is the preferred method of ensuring no substantial adverse impacts occur on historic properties/historical resources and shall be required unless other equally effective methods are agreed upon among the Project Archaeologist, the Authority, and any other stakeholders. If the archaeological material appears to represent a site – defined as three or more artifacts and/or features in an intact deposit – an archaeological test program (Phase II) may be necessary. Associated mitigation measures include, but are not limited to, collection of the archaeological materials, recordation (e.g., DPR Primary Record and Site Forms), and analysis of any significant cultural materials in accordance with a Data Recovery Plan, and curation of artifacts at an approved curation facility. A curation agreement for this Project is already in place with the University of California, Los Angeles, Archaeological Collections Facility at the Fowler Museum. At the completion of the appropriate mitigation measures, a professional-level technical report shall be filed with the appropriate California Historical Resources Information System (CHRIS) Information Center (IC).
- 8) Work at the project location may commence upon completion of the appropriate mitigation treatment(s).

CUL MM 4: Unexpected Discovery of Human Remains

In the event that human remains are unexpectedly encountered, the following procedures shall immediately be followed. This guidance is also provided on the NAHC's website at <http://nahc.ca.gov/resources/discovery-of-native-american-human-remains-what-to-do/>.

- 1) All construction activity shall stop immediately, and the Project Archaeologist shall be notified. The Project Archaeologist will contact the Los Angeles (or applicable) County Coroner. The list of California Coroners can be found on the Native American Heritage Commission's website at <http://nahc.ca.gov/2015/06/implementation-of-ab52-sampleletters-request-for-formal-notification-and-request-for-consultation/>.
- 2) The Coroner has two working days to examine human remains after being notified by the responsible person. If the remains are Native American, the Coroner has 24 hours to notify the Native American Heritage Commission.
- 3) The Native American Heritage Commission will immediately notify the person it believes to be the most likely descendent of the deceased Native American.
- 4) The most likely descendent has 48 hours to make recommendations to the owner, or representative, for the treatment or disposition, with proper dignity, of the human remains and grave goods.
- 5) If the descendent does not make recommendations within 48 hours the owner shall reinter the remains in an area of the property secure from further disturbance, or;
- 6) If the owner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the Native American Heritage Commission.

Biological Resources

BIO MM 1 Mitigation Monitoring and Reporting Plan

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement a mitigation monitoring and reporting plan (MMRP) for the proposed Project. The MMRP would serve to organize environmental compliance requirements identified in best management practices (BMPs), mitigation measures, permit requirements, real property agreement conditions, coordination with the land management agency(s), and other applicable sources. The MMRP shall contain an organization chart and communication plan for environmental compliance as it relates to the proposed Project.

BIO MM 2 Worker Environmental Awareness Program

Prior to construction, the Authority shall develop and implement or require the system contractor to develop and implement, including coordination with the respective land management agency, a Worker Environmental Awareness Program (WEAP) for the proposed Project. This mitigation measure would serve to institute and formalize an education program to increase awareness of environmental resources and measures and rules that are in place to help minimize impacts to those resources.

- d) A WEAP shall be developed and shall be required for all construction employees prior to placement of Project equipment, construction, or any ground disturbing activities at the proposed Project site. Training of additional workers, contractors, and visitors shall be provided, as needed.
- e) The WEAP is to inform on-site workers of the possible presence of special status species, the measures to be taken to protect these species, and the importance of

minimizing impacts to the natural environment through the protection of native vegetation, adhering to required buffers and protection zones, staying on existing roads, and implementing BMPs that includes containment of any spills, disposal of trash, and management of runoff and sediment transport.

- f) To assure long-term implementation of mitigation measures, an information sheet listing potential sensitive species and what to do if any are encountered shall be prepared, distributed to workers, and posted on site.

BIO MM 3 Biological Compliance Reporting:

A biological monitor shall visit all active construction sites at least once weekly to document compliance and provide reports to the project administrator on a weekly basis.

BIO MM 4 Site Sanitation:

- a) The contractor shall keep a regulated work area free of litter and trash. Trash and discarded food items shall be contained within an appropriate receptacle and removed daily to avoid attracting wildlife to the work site, contribute to habituation of wildlife to the presence of humans, or to attract avian or mammalian predators to the area.
- b) All debris (including nuts, bolts, small pieces of wire, etc.) shall be cleaned up (e.g., trash removed, scrap materials picked up) each day that work is conducted to minimize the likelihood of wildlife visiting the site and consuming microtrash, discarded food, or other substances.
- c) All materials will be properly stored and secured. Tools, hardware, equipment, and all loose items must be stored in a manner that would prevent their removal or ingestion by wildlife.
- d) Materials that are in any type of liquid or powder form must be stored in sealed, leak-proof containers. These containers would be stored in a manner that prevents access by wildlife.

BIO MM 5 Hazardous Materials Management:

- e) A toxic substance management and spill response plan shall be prepared by the contractor.
- f) Hazardous materials shall be contained, spills shall be prevented, and any spills at the project site or along access roads shall be contained and cleaned up immediately.
- g) Clean up leaks, drips, and other spills immediately to avoid soil or groundwater contamination. Cleanup of a spill on soil would include removing the contaminated soil using the emergency spill cleanup gear. Contaminated soil and disposable gear used to clean up a hazardous materials spill would be properly disposed of following state and federal hazardous material disposal regulations.
- h) All project vehicles/equipment will be kept free of leaks, particularly of anti-freeze, since this could be fatal if consumed by wildlife.
- i) All vehicles are required to carry at least one spill response kit.
- j) All hazardous material (hazmat) situations must be reported to the ANF Hazmat Coordinator according to the Forest Service guidelines.

BIO MM 6 Anti-perch Devices:

Anti-perch devices shall be affixed to any elevated, horizontal structure (this includes the top quarter-arc of disc antennas) suitable for perching or nesting by condors, vultures, or other large birds to deter the use of these facilities as perch or nest sites and so as not to contribute to the habituation of condors to the presence of humans. Anti-perch devices shall be inspected annually and repaired as needed.

BIO MM 7 California Condor Protection (To be used in conjunction with condor measures contained in the Special Use Permit for the LMR project on the Angeles National Forest):

- a) As part of BIO CM - Site Sanitation, a written list of procedures shall be established and posted on site and/or kept in a site binder at all times. Specifically, the protocol shall list requirements including: all trash of any size shall be placed and contained in covered containers, and no trash of any kind shall be released to the environment. This includes any food items, small or large pieces of plastic or wire, and any small metallic objects (i.e., nuts, bolts, wire nuts).
- b) As part of BIO CM - WEAP, on-site workers shall be informed of the possible presence of California condors. A qualified biologist shall prepare an informational handout to be presented at WEAP instruction. This program and handout shall provide, at a minimum, information concerning the biology and distribution of the California condor, legal status, and possible occurrence in the project vicinity; measures to avoid impacts to condors; procedures to be implemented to eliminate microtrash from the site; and what to do in case of California condor encounters. The informational handout shall be approved by USFWS and ANF and posted at the project site for continued reference by on-site workers.
- c) All on-site workers shall avoid any interaction with condors and shall immediately stop work if condors are present in the project site. If condors enter the permitted area while personnel are present, all personnel are to assess current work activities to ensure that none of them present a hazard to condors (moving vehicles, equipment loading, etc.). Any activities identified as presenting a potential hazard would be stopped or blocked to prevent condor access to the specific activity. Only persons properly trained and permitted would be allowed to haze condors away from the project site.
- d) If condors enter the project site, USFWS would be contacted immediately (Ventura office: 805-644-1766) following internal chain-of-command communications protocol. Any observations of condors within the project site would be reported within 48 hours to the ANF biologist with information including the date, time, location, and wing numbers, if readable. If possible, any photos would be sent with the report. Once condors leave, onsite work may continue.
- e) Within 0.5 mile of any active overnight condor roost, no project activity shall occur between one hour before sunset and one hour after sunrise or until the condors leave the area.
- f) If condors are documented nesting within 1.5 miles of a proposed project site (as determined by nesting bird surveys, and/or information from USFWS condor program), no activity shall occur until further authorization is received from USFWS.

- g) The project site shall be maintained in a clean condition at all times and be free of garbage, debris, and microtrash.
- h) All wires, cables, and other items, either temporary or permanent, that could entangle a condor are to be securely fastened down or removed from site. No permanent guy wires will be used.

BIO MM 8 Biological Monitoring:

A qualified biological monitor shall be present at the site during construction activities that result in ground disturbance or removal of vegetation to ensure all conservation measures are met. Duties of the biological monitor include checking for the presence of wildlife on the construction site, inspecting trenches or holes for trapped wildlife, surveying for the presence of nesting birds and adherence to nesting bird protection buffers, monitoring construction site boundaries, and checking that vegetation flagged for protection is not disturbed.

BIO MM 9 Protect Native Vegetation and Common Wildlife:

- a) Minimize ground disturbance and disturbance to native perennial plants; new ground disturbance shall be the minimum necessary and established and delineated prior to any earth-moving or vegetation removal activities. Monitor for adherence to these boundaries.
- b) If wildlife are observed in the project site at any time during the implementation of the Proposed Action, common species of wildlife should be allowed to evacuate or be moved out of the way if they are at risk of injury or death as a result of project activities. This includes venomous species such as rattlesnakes. Outside of actions taken to protect wildlife from harm, personnel will be reminded that harassment, handling, or removal of wildlife from the site is not permitted
- c) At no time shall protected species (ESA-designated) be handled or moved unless personnel are properly training and permitted. If a protected species is found within the disturbance area, all work that may impact that animal shall cease and the appropriate agency(s) shall
- d) be contacted (e.g., USFWS, CDFW, ANF). The animal shall be allowed to leave the site on its own accord.
- e) Do not remove native trees; disturbance limits shall be established to avoid walnuts, oaks, and any other sensitive species habitat and the limits shall be flagged.
- f) Protect tree root systems by precluding paving, trenching, or other ground-disturbing activities; and preclude heavy equipment from driving, parking, or staging within the tree's drip line.

BIO MM 10 No Pets:

On-site workers shall be prohibited from bringing pets (especially dogs) to non-urban project sites, as the domestic animal may harass or kill native wildlife present at the site.

BIO MM 11 Site Access:

- i) On access roads, operate all vehicles within the posted speed limits.
- j) If access road speed limits are not posted, do not exceed 15 miles per hour (mph).

- k) Adjust vehicle speed as appropriate to road conditions, avoid causing ruts and gullies, and minimize dust.
- l) Watch for wildlife on roads (including amphibians, snakes, rodents, and tortoises), especially during raining periods, and avoid running them over.
- m) Look under parked vehicles for the presence of wildlife before pulling away to avoid running over wildlife.
- n) Restrict parking and vehicle travel to existing parking areas and roads.
- o) Avoid cutting corners on access roads and impacting vegetation when large equipment and trailers are brought to the project site.
- p) Do not drive off the designated roadway or make any modifications to the road or road shoulders.

BIO MM 18 Nesting Bird Protection:

- j) It is preferred that removal of trees or large tree limbs and other vegetation removal activities such as grubbing or shrub clearing avoid the typical bird nesting season of January 1 through September 15.
- k) If construction activities occur during the bird nesting season, and to prevent disturbance to or destruction of nests of protected native bird species that could occur as a result of vegetation removal, disturbance, or other on-site construction activities, preconstruction surveys for nesting birds shall be conducted by a qualified biological monitor within 10 calendar days prior to on-site construction-related disturbance activities from March 1 through September 15 for non-raptors, and January 1 through July 31 for raptors.
- l) If nesting protected non-raptor species are detected, a 300-foot avoidance buffer shall be implemented; a 500-foot avoidance buffer would be applied to any active nest of a raptor or other species of special status bird.
- m) Appropriate site-specific buffers may be established with the approval of a project designated avian expert, based in part on the species of nesting bird present, location of nest, nesting phenology, magnitude of potential disturbance, and other site conditions (e.g., levels of ambient noise; line-of-sight).
- n) If construction activities would occur within the general buffer distances for active nests (300 feet for non-raptors and 500 feet for raptors), a biologist monitor must be present during those activities.
- o) No active nests may be destroyed; inactive bird nests may be destroyed as part of vegetation removal but may not be reduced to possession.
- p) Between September 16 and December 30, grubbing, shrub clearing, and tree/limb removal activities are not subject to restrictions based on the protection of migratory birds.
- q) Comply with the USFWS Office of Migratory Birds voluntary guidelines (USFWS 2013a) for communications tower placement, construction, and operation.
- r) For any towers that must exceed 199 feet in height, lighting requirements would be designed in cooperation with FAA and USFWS Office of Migratory Birds to minimize attraction and resulting mortality of migratory birds.

BIO MM 19 Trenches and Holes Management:

- a) The contractor shall cover or backfill all trenches the same calendar day they are opened, where practicable.

- b) If trenches or holes cannot be closed the same day they are made, covers shall be firmly secured at ground level in such a way that small wildlife cannot slip beneath. At sites that require the presence of a biological monitor, trench covers shall be approved by the monitor.
- c) Open trenches shall be inspected regularly throughout the day and prior to filling to remove any trapped common wildlife (e.g., small mammals, reptiles, amphibians) and to check for the presence of protected wildlife species (e.g., arroyo toad) at Project sites that require the presence of a biological monitor.
- d) If a protected wildlife species is present in the trench, the on-site Biological Monitor shall contact USFWS immediately, ensure the protected species is not in immediate danger, and wait for instruction by USFWS.
- e) Covered trenches and holes at sites where biological monitors are present are to be inspected by the monitor at the end of the work day and prior to initiating construction activities the next day.
- f) In locating trenches or holes, disturbance to natural vegetation, including plant root systems shall be minimized.
- g) Prior to trenching, the construction disturbance limits and monitor for adherence to these boundaries shall be marked.

BIO MM 23 Prevent the Spread of Nonnative Vegetation:

- h) To prevent invasive species seeds from leaving the site, all equipment shall be inspected, and all attached plant/vegetation and soil/mud debris shall be removed prior to leaving the site.
- i) All ground-disturbing and vegetation removal tools, equipment (including handheld), earthmoving, and hauling equipment must be cleaned prior to entering Forest Service land. Washing of equipment and vehicles must include tires/tracks, wheel wells, bumpers, fuel/skid pans, and undercarriages. Washing of tools, equipment, and vehicles would be done in a manner that will effectively remove seeds and propagules and would not further enhance the spread of invasive plants through improper disposal of rinse water.
- j) All ground disturbed by construction activities that would not be paved, landscaped, or otherwise permanently stabilized (e.g., graveled, soil compaction) shall be seeded using species native to the project vicinity as approved by the ANF.
- k) Ground disturbance sites will be monitored for the presence of noxious weeds, and if weed removal/treatments are necessary they shall follow the requirements listed in the 2016 Plan for Invasive Plants, ANF.

Other Resources

AQ MM 1 Weekly Air Monitoring Estimate:

No later than 12:00 p.m. on the Thursday prior to each week of construction, the contractor shall submit a report to the Authority for review and approval which includes, at minimum, the following information: (1) a list of the types and numbers of pieces of on-site construction equipment that will operate at each proposed Project site within the SCAB on each day of the following week of construction; (2) an estimate of the combined total of NOX emissions from all construction activities at all proposed Project sites in the SCAB for each day of the week and verification that the total does not exceed 100 pounds;

(3) if combined NOX emissions are forecast to exceed 100 pounds on any day during the week following submittal of the report, the report shall document this fact, and the contractor shall substitute equipment with Tier 4 engines that adhere to emissions standards listed in 40 CFR 1039.101 for all types of off-road equipment to which USEPA regulations apply to the extent necessary to reduce emissions to 100 pounds, or otherwise limit construction activity to the extent necessary to reduce daily basin-wide NOX emissions to 100 pounds, to the satisfaction of the Authority. Compliance with this requirement shall be documented in the following week's report.

GEO MM 1:

Prior to or concurrently with submittal of the application for a building permit for any portion of the proposed Project site, the Contractor shall:

- 1) Submit to the appropriate municipality (County of Los Angeles, County of San Bernardino, or city having jurisdiction over the site) a site-specific, design-level geotechnical report reviewed and approved by both an engineering geologist licensed in the State of California and a civil engineer licensed in the State of California. The report shall comply with all applicable state and local code requirements and shall:
 - a. include an analysis of the expected ground motions at the site from known active faults using accepted methodologies
 - b. include an analysis of all potential geologic hazards including but not limited to, landslides, mudslides, liquefaction potential, identification of active faults, land spreading, and land subsidence. The report shall be prepared in accordance with and meet the requirements of the County of Los Angeles Department of Public Works (LACDPW) Manual for Preparation of Geotechnical Reports, July 1, 2013.
 - c. Specify liquefaction mitigations that shall use proven methods generally accepted by professional engineers to reduce the risk of liquefaction to a less than significant level such as:
 - i. subsurface soil improvement
 - ii. deep foundations extending below the liquefiable layers
 - iii. structural slabs designed to span across areas of non-support
 - iv. soil cover sufficiently thick over liquefaction soil to bridge liquefaction zones
 - v. dynamic compaction
 - vi. compaction grouting
 - vii. jet grouting
 - viii. mitigation for liquefaction hazards suggested in the California Geological Survey's (CGS) Geology Guidelines for Evaluating and Mitigating Seismic Hazards (CGS Special Publication 117, 1997) including edge containment structures (berms, dikes, sea walls, retaining structures, compacted soil zones), removal or treatment of liquefiable soils, modification of site geometry, lowering the groundwater table, in-situ ground densification, deep foundations, reinforced shallow foundations, and structural design that can withstand predicated displacements
 - d. Determine structural design requirements as prescribed by the most current version of the California Building Code, including applicable local county and local city amendments, to ensure that structures can withstand ground accelerations expected from known active faults

- e. Determine the final design parameters for walls, foundations, foundation slabs, utilities, roadways, parking lots, sidewalks, and other surrounding improvements
- 2) Project plans for foundation design, earthwork, and site preparation shall incorporate all of the mitigations in the site specific investigations.
- 3) The project structural engineer shall review the site specific investigations, provide any additional necessary mitigation to meet Building Code requirements, and incorporate all applicable mitigations from the investigation in the structural design plans and shall ensure that all structural plans for the project meet current Building Code requirements.
- 4) Site construction shall not begin until:
 - a. The registered geotechnical engineer representing the applicable permitting municipality for the project site (county or city), or third party registered engineer retained to review the geotechnical reports, has reviewed each site specific geotechnical investigation, approved the final report, and required compliance with geotechnical mitigations contained in the investigation in the plans submitted for the grading, foundation, structural, infrastructure and other relevant construction permits; and
 - b. The applicable permitting municipality for the project site (county or city) has reviewed all project plans for grading, foundations, structural, infrastructure and other relevant construction permits to ensure compliance with the applicable geotechnical investigation and other applicable Code requirements.

HAZ MM 3. Fire Management Plan:

(Note: A project-wide Fire Management Plan for LA-RICS sites on the Angeles National Forest has been developed by the Angeles National Forest and is in effect for this site)

Prior to construction activity, the Authority shall work with the agency responsible for fire protection in the jurisdiction where the site is located to develop and implement a fire management plan for use during construction activity. The plan will identify project locations, project descriptions, anticipated construction activities, limitation of activities during periods of elevated fire risk (e.g., “red flag” days), level of suppression equipment required on site, training requirements, and points of contact.

UTL MM 1:

In the event groundwater in sufficient quantity is encountered to require dewatering, a discharge permit shall be obtained from the applicable RWQCB prior to construction, and removal or discharge of water would be in accordance with the terms and conditions of the permit.

VIA MM 1:

For skylined towers (Site 2), use non-specular light colored steel.

VIA MM 2:

For skylined towers (Site 2), any non-metal components that get attached to the tower like, but not limited to, microwave dishes, dish covers, etc., those components will be specified to be light-grey or bluish-grey, or whichever color is available that most closely

meets that color scheme. The white color option is not acceptable, and painting them is not recommended because chipped paint becomes a microtrash and maintenance issue over time. Factory finishes and powder-coating is acceptable. The bluish-grey colors should help reduce the contrast with the hazy local skies typically seen in this area.

VIA MM 5:

In order to avoid glare, all metal/reflective components must be non-specular (i.e. antennas, lightning rods, etc.).

VIA MM 6:

All newly installed equipment shelters will be designed to meet the Built Environment Image Guidelines specific to each individual site. Designs must be approved by the Forest Landscape Architect prior to application.

VIA MM 7:

All newly installed emergency backup generators, diesel fuel tanks, propane tanks, fencing, light fixtures, etc., will be color treated to match/complement the existing native vegetation and natural desired landscape features prominent at each respective site. Colors and color treatments must be approved by the Forest Landscape Architect prior to application.

VIA MM 8:

All concrete pads will be stained or colored to match the native soil endemic to each respective site.

VIA MM 9:

All temporary construction/project disturbances, trash and equipment must be repaired, removed and/or restored within three years.

VIA MM 10:

Prevent glare created by solar panels as much as possible. All newly installed solar panels must be located on the ground or in a low lying area, and screened from prominent views. Natural screening is preferred. Install green or brown solar panels if available.

VIA MM 11:

If FAA requirements are identified and they are not analyzed in this VIA, then a supplemental review will be necessary to identify the impacts.

VIA MM 12:

Wherever the applicable LMP Standards cannot be met resulting in a project specific LMP amendment, scenery compensation will be required. The approved ANF scenery compensation impact measurement matrix will be used to establish the amount of scenery compensation required for each applicable site.

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

- A. The Contractor shall indemnify, defend and hold harmless the LA-RICS Authority, its member agencies in the LA-RICS Authority, Directors, elected and appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors ("LA-RICS 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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the LA-RICS Authority Indemnitees.
- B. To the fullest extent permitted by California Civil Code Section 2782.8, the Consultant shall (1) immediately defend and (2) indemnify the LA-RICS Authority, its member agencies in the LA-RICS Authority, elected and appointed officers, employees, agents, volunteers and LMR site lessors and licensors (Indemnified Party) from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of LA-RICS Authority, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. 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 Contractor pursuant to this Agreement. The LA-RICS Authority in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

- A. Evidence of Coverage and Notice to LA-RICS Authority
- Certificate(s) of insurance coverage (Certificate) satisfactory to LA-RICS Authority, and a copy of an Additional Insured endorsement confirming

LA-RICS Authority and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to LA-RICS Authority at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to LA-RICS Authority not less than 10 days prior to Contractor's policy expiration dates. The LA-RICS Authority reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement 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 Contractor identified as the contracting party in this Agreement. 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 LA-RICS Authority required endorsement forms.
- Neither the LA-RICS Authority's failure to obtain, nor the LA-RICS 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 Contractor, 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 emailed to the LA-RICS Authority, 2525 Corporate Place, Suite 100, Monterey Park, California 91754, ATTN: Executive Director, Scott Edson, E-mail: Scott.Edson@LA-RICS.org.

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

B. Additional Insured Status and Scope of Coverage

The LA-RICS Authority, its member agencies in the LA-RICS Authority, Directors, elected and appointed officers, employees, agents, volunteers,

trustees, site owners, site lessors and licensors (collectively LA-RICS Authority and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the LA-RICS Authority. LA-RICS Authority and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the LA-RICS Authority. The full policy limits and scope of protection also shall apply to the LA-RICS Authority and its Agents as an additional insured, even if they exceed the LA-RICS 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. At the request of the LA-RICS Authority, Contractor shall provide updated Certificate(s) of Insurance and/or additional insured endorsement(s) naming a specific LA-RICS Indemnitee as described herein, within fourteen (14) days from the date of the request.

C. Cancellation of or Changes in Insurance

Contractor shall provide LA-RICS Authority with, or Contractor's insurance policies shall contain a provision that LA-RICS 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 LA-RICS 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 Agreement, in the sole discretion of the LA-RICS Authority, upon which the LA-RICS Authority may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

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

E. Insurer Financial Ratings

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

F. Contractor's Insurance Shall Be Primary

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

G. Waivers of Subrogation

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

H. Sub-Contractor Insurance Coverage Requirements

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

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the LA-RICS Authority to pay any portion of any Contractor deductible or SIR. The LA-RICS Authority retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the LA-RICS Authority, or to provide a bond guaranteeing Contractor'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.

J. 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 Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. 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.

M. Alternative Risk Financing Programs

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

N. LA-RICS Authority Review and Approval of Insurance Requirements

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

III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming LA-RICS 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

B. 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 Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. 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 Contractor 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 LA-RICS Authority as the Alternate Employer, and the endorsement form shall be modified to provide that LA-RICS Authority will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor'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.

- D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor 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.

LA-RICS LAND MOBILE RADIO ENGINEERING AND DESIGN RELATED SERVICES

SCHEDULE OF PRICES

MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT	\$229,000
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Complete Design and Engineering Services ¹ (Exhibit A, Section 2.1 and Section 3.1)		Lattice Tower Amount	Tower Collocation Amount ²	Rooftop Amount	Monopine Amount
1	Site Sketch	\$ 16,000	\$ 15,000	\$ 13,500	\$ 15,000
2.1	Zoning Drawings	\$ 6,000	\$ 6,000	\$ 7,000	\$ 6,000
2.2	Coastal Development Permit (CDP) Drawings	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
3	75% Construction Drawings (BP Submittal Construction Drawings Optional)	\$ 23,500	\$ 18,500	\$ 23,500	\$ 22,500
4	100% Construction Drawings (BP Submittal Construction Drawings, inclusive of final power design from Utility Provider, but excludes Solar which will be contemplated as Other Related Services)	\$ 21,500	\$ 16,500	\$ 22,500	\$ 21,500
5	Building Permit Approved Drawings and Construction Support Services (inclusive of all responses to jurisdictional review comments such that the Building is ready for issuance)	\$ 13,000	\$ 12,000	\$ 16,000	\$ 13,000
6	Final As-Built Drawings	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
TOTAL COST BY SITE TYPE FOR COMPLETE DESIGN AND ENGINEERING SERVICES - WITH ZONING DRAWINGS		\$ 83,000	\$ 71,000	\$ 85,500	\$ 81,000
TOTAL COST BY SITE TYPE FOR COMPLETE DESIGN AND ENGINEERING SERVICES - WITH COASTAL DEVELOPMENT PERMIT (CDP) DRAWINGS		\$ 86,000	\$ 74,000	\$ 87,500	\$ 84,000

¹ Cost of Geotechnical Reports is not included.

² No As-Built Drawings will be provided by Authority for an existing tower. Brandow & Johnston's cost includes all assessments.

Other Design and Engineering Related Services (Exhibit A, Section 2.2 and Section 3.2)		Fixed Rate Amount
1	Building Commissioning	\$ 230 / hr
2	Cable Bridge Assessment	\$ 180 / hr
3	Coastal Development Permit (CDP)/Variance/Exemption Submittal Package:	\$ 180 / hr
3.a	CDP/Variance/Exemption Filing Fee	\$ 2,000
3.b	CDP/Variance/Exemption Submittal Application(s)	\$ 180 / hr
3.c	Historical Building Permit Records	\$ 180 / hr
3.d	CDP/Variance Findings	\$ 180 / hr
3.e	Ownership and Occupants List and Labels	\$ 180 / hr
3.f	CDP/Variance/Exemption Project Narrative	\$ 180 / hr
3.g	List of Lessees and Easements	\$ 180 / hr
3.h	Land Use Map	\$ 180 / hr
3.i	Photo Survey	\$ 180 / hr
3.j	Fuel Modification Plan	\$ 180 / hr
3.k	Biological Assessment Report	\$9,000
3.l	Archeological Resources Report	\$ 180 / hr
3.m	CDP/Variance/Exemption Visual Resources Analysis	\$ 180 / hr
3.n	CDP Variance Findings	\$ 180 / hr
3.o	Photo Simulations (Four (4) Views with Legend)	\$800
4	Disaster Assessment/Inspections/Emergency Evaluation Reporting	\$ 180 / hr
5	Existing Grounding Assessment	\$ 190 / hr
6	Feasibility Study	\$ 190 / hr
7	Future Growth Assessment (Based on Tower and Foundation Structural Analysis)	\$3,000
8	Generator Load Test	\$ 190 / hr
9	Geotechnical Report	\$ 10,000
10	Hardware Consultant	\$ 180 / hr
11	HVAC Duct Work Assessment	\$ 190 / hr
12	Hygienist Report	\$ 180 / hr
13	Intermod Study	\$180 / hr
14	Landscape Architecture	\$ 150 / hr
15	Redesign Changes	\$180 / hr
16	Renewable Energy Analysis	\$ 230 / hr
17	Roof Report	\$ 230 / hr
18	Solar Power Design Work	\$14,000
19	Soils Management Report	\$ 200 / hr
20	Title Reports	\$1,000
21	Tower and Tower Foundation Mapping	\$5,000
22	Power Load Study	\$190 / hr
23	Transfer AQMD Permit	\$180 / hr
24	Tower and Foundation Structural Analysis	\$3,000
25	Tower Grounding Assessment	\$4,000
26	Tower Mapping	\$4,000
27	Topography Survey	\$4,000

LA-RICS LAND MOBILE RADIO ENGINEERING AND DESIGN RELATED SERVICES

SCHEDULE OF PRICES

* For **Construction Support Services, Handoff Design and Engineering Services, and Special Assignment work** for each project/site, it is the expectation of the LA-RICS Authority that such work shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Schedule of Prices negotiated between LA-RICS Authority and the selected Consultant, unless there is a predetermined price for the deliverable/service being requested by the LA-RICS Authority in the Schedule of Prices.

Construction Support Services* (Exhibit A, Section 2.3 and Section 3.3)		Fixed Rate Amount
1	Attend Pre-Bid Walks as required, if requested	\$1,000
2	Prepare clarification documents (e.g. Requests for Information) for release by the LA-RICS Authority as required within 2 days of receipt.	\$ 180 / hr
3	Assist the LA-RICS Authority with review, evaluation, and recommendations for awarding construction contracts.	\$ 180 / hr
4	Assist the LA-RICS Authority in solicitations of the project, if requested.	\$ 180 / hr
5	Assist the LA-RICS Authority with any additional construction support services as may be needed and requested.	\$ 180 / hr
6	Update construction drawings as may be necessary.	\$ 180 / hr
7	Prepare As-Built drawings pursuant to the relevant sections of Section 6 (Additional A/E Provisions) of this Exhibit A (Scope of Services), as may be necessary.	\$ 180 / hr

Handoff Design and Engineering Services* (Exhibit A, Section 2.4 and Section 3.4)		Lattice Tower Amount	Tower Collocation Amount	Rooftop Amount	Monopine Amount	Fixed Rate Amount
1	Site Walk	--	--	--	--	\$ 2,700
2	Confirmation Letter from Consultant acknowledging they will assume such Handoff Design and Engineering Services for the site based on the Site Walk and after reviewing existing site documentation	--	--	--	--	\$ 5,400
3	Site Sketch	\$ 14,400	\$ 13,500	\$ 12,150	\$ 13,500	N/A
4.1	Zoning Drawings	\$ 5,400	\$ 5,400	\$ 6,300	\$ 5,400	N/A
4.2	Coastal Development Permit (CDP) Drawings	\$ 8,100	\$ 8,100	\$ 8,100	\$ 8,100	N/A
5	75% Construction Drawings (BP Submittal Construction Drawings Optional)	\$ 21,150	\$ 16,650	\$ 21,150	\$ 20,250	N/A
6	100% Construction Drawings (BP Submittal Construction Drawings, inclusive of final power design from Utility Provider, but excludes Solar which will be contemplated as Other Related Services)	\$ 19,350	\$ 14,850	\$ 20,250	\$ 19,350	N/A
7	Building Permit Approved Drawings and Construction Support Services (inclusive of all responses to jurisdictional review comments such that the Building is ready for issuance)	\$ 11,700	\$ 10,800	\$ 14,400	\$ 11,700	N/A
8	Final As-Built Drawings	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	N/A
TOTAL COST FOR HANDOFF DESIGN AND ENGINEERING SERVICES - WITH ZONING DRAWINGS		\$ 82,800	\$ 72,000	\$ 85,050	\$ 81,000	--
TOTAL COST FOR HANDOFF DESIGN AND ENGINEERING SERVICES - WITH COASTAL DEVELOPMENT PERMIT (CDP) DRAWINGS		\$ 85,500	\$ 74,700	\$ 86,850	\$ 83,700	--

Special Assignments* (Exhibit A, Section 2.5 and Section 3.5)	
Compensation shall be negotiated by the LA-RICS Authority with Consultant based on the deliverables and/or hourly rates contemplated in the Schedule of Prices. Such work will be authorized by the LA-RICS Authority via an NTP which will expressly authorize the Consultant to with such Special Assignment work on a per site basis and will include the negotiated compensation.	

Reimbursable Services (Exhibit A, Section 2.6)	
1	Reproduction of Documents
2	Plan Check Fees or Permit Fees to obtain permits for the construction of the wireless land mobile radio telecommunication sites
The LA-RICS Authority shall pay Consultant for direct cost incurred by Consultant with no mark up, for approved Reimbursable Services, upon satisfactory completion of such services in an amount not to exceed.	

**LA-RICS LAND MOBILE RADIO ENGINEERING AND DESIGN RELATED SERVICES
SCHEDULE OF PRICES**

HOURLY RATES		
Position		Rate
1	Project Architect/Engineer	\$160
2	Project Manager	\$200
3	Civil Engineer	\$180
4	Electrical Engineer	\$230
5	Mechanical Engineer	\$230
6	Photo Simulation Technical/Staffer	Fixed
7	Professional Land Surveyor (PLS)	\$175
8	Structural Engineer	\$180
9	Landscape Architect	\$150
10	Solar Consultant	Fixed
11	Tower Designer	Fixed
12	Geotechnical Engineer	Fixed
13	Utility Locator	Fixed
14		
15		
16		
17		
18		
19		
20		

LA-RICS AUTHORITY GRANT FUNDING REQUIREMENTS

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 LA-RICS Authority. This Agreement may be terminated in accordance with Paragraph 16 (Compliance with Federal Grant Funding Requirements) of the Agreement upon a loss or reduction of grant funds or other applicable Funding Resources.

2.2. Payment to Consultant

2.2.1 The LA-RICS Authority makes no commitment to fund this Project other than as stated in Paragraph 57 (Termination for Non-Appropriation of Funds) of the Agreement. The LA-RICS Authority shall review Consultant's performance on a periodic basis. If Consultant does not meet its performance measures, the LA-RICS 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 LA-RICS Authority. Consultant shall be reimbursed after the LA-RICS Authority has received the all required documents and after the LA-RICS 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 LA-RICS Authority a completed Attachment A (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 this 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 LA-RICS 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 LA-RICS 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 LA-RICS 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 LA-RICS 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 Contact. 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 LA-RICS 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 LA-RICS Authority, may deem necessary, Consultant shall make available for examination, all of its records with respect to all matters covered by the Agreement. The LA-RICS Authority, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, shall have the LA-RICS 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 LA-RICS 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 LA-RICS 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 LA-RICS 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 46 (Record Retention and Inspection/Audit Settlement) of the Agreement.

4.3 Right to Access

Access by the LA-RICS 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 LA-RICS 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 LA-RICS 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 LA-RICS 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 LA-RICS 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 LA-RICS 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 LA-RICS 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 LA-RICS Authority shall have the LA-RICS 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 LA-RICS 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 LA-RICS 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 obtained from the appropriate Grant Officer and the LA-RICS 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 LA-RICS 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 LA-RICS Authority's approval of any subcontract, Consultant shall disclose to the LA-RICS 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 LA-RICS Authority.

11.2 Obligations Binding on Subcontractors

Consultant shall require all Subcontractors to comply with the applicable obligations of this Attachment 4, by incorporating the terms of this Attachment 4 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 LA-RICS Authority. The LA-RICS Authority shall report the fact and disclose the Invention to the each federal and state granting agency ("Grantors"). Unless there is a prior agreement between the LA-RICS 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 LA-RICS 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 LA-RICS 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 LA-RICS Authority or Grantors, at Grantors and LA-RICS Authority's discretion, may copyright the Material. If the Grantors and LA-RICS Authority decline to copyright the Material, the Grantors and LA-RICS 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 LA-RICS 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 LA-RICS 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 14.5 (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 voluntary 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.

Attachment 4.1 – 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: Agreement No. LA-RICS 017

Consultant/Borrower/Agency: _____

Name and Title of Authorized Representative:

Signature

Date

Attachment 4.2 – 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 LA-RICS 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: Agreement No. LA-RICS 017

Consultant/Borrower/Agency: _____

Name and Title of Authorized Representative:

Signature

Date

Form OCC/LW-1 (Rev. 6/04)

**Attachment 4.3 – 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: Agreement No. LA-RICS 017

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 voluntary 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.

Attachment 4.4 – Management Representation

As a prerequisite to receipt of a Funding Resources funded Agreement and as material facts upon which the LA-RICS 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 LA-RICS Authority. I will make available to the LA-RICS 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 LA-RICS 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 LA-RICS Authority's inquiries related to Consultant's financial records and/or reports.

True ☐ False ☐

I understand that the LA-RICS Authority's auditing and monitoring procedures of Consultant are limited to those which the LA-RICS 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 LA-RICS 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 LA-RICS Authority may terminate this Agreement immediately. I also understand that I have a continuing duty to report to the LA-RICS 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*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

AGENDA ITEM J - ENCLOSURE



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

AGENDA ITEM J - ENCLOSURE



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

AGENDA ITEM J - ENCLOSURE



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adopción.





LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

September 2, 2021

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

Dear Directors:

**APPROVE AMENDMENT NO. 75 – UNILATERAL AMENDMENT NO. 14
TO AGREEMENT NO. LA-RICS 007 FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 75 – Unilateral Amendment No. 14 (hereinafter referred to as Unilateral Amendment No. 14) to Agreement No. LA-RICS 007 (Agreement) for the Land Mobile Radio (LMR) System to incorporate one (1) Change Order Modification at the Rancho Palos Verdes Tee Course (RPVT, also known as Los Verdes Golf Course) site regarding utility power work as further described in this Board Letter, resulting in an increase to the Maximum Contract Sum in the amount of \$286,577.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Make the following findings with respect to the incorporation of one (1) Change Order Modification for utility power work for one (1) LMR System Site:
 - a. Find that (a) approval of Unilateral Amendment No. 14 to contemplate the changes necessary to reflect the incorporation of one (1) Change Order Modification for utility power work at one (1) LMR System Site, Rancho Palos Verdes Tee Course (RPVT), is within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized on July 11, 2019 at this site, which your Board found categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. ("CEQA Guidelines") §§ 15303 (new

AGENDA ITEM K

construction or conversion of small structures) and 15304 (minor alterations to land) for the reasons stated in this Board Letter and as noted in the record of the LMR project, and the determination that these activities are exempt from CEQA remains unchanged.

2. Approve Unilateral Amendment No. 14, in substantially similar form to the Enclosure, to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI), which revises the Agreement to incorporate one (1) Change Order Modification at the Rancho Palos Verdes Tee Course (RPVT) site regarding utility power work, for a cost increase in the amount of \$286,577.
3. Authorize an increase to the Maximum Contract Sum in the amount of \$286,577 from \$289,098,311 to \$289,384,888.
4. Allow for the issuance of one of more Notices to Proceed for the Work contemplated in Unilateral Amendment No. 14.
5. Delegate authority to the Executive Director to execute Unilateral Amendment No. 14, in substantially similar form, to the enclosed Amendment.

BACKGROUND

On May 6, 2021, your Board delegated authority to the Executive Director to issue unilateral amendments to the LMR Agreement, as may be necessary, provided such unilateral amendments are approved as to form by Counsel to the Authority. At this same meeting, your Board elected to have Unilateral Amendments exceeding \$100,000, but within the \$210,000 threshold, be presented to the Oversight Committee for consideration, and unilateral amendments over the \$210,000 amount be presented to your Board for consideration.

As the change order being contemplated under this Unilateral Amendment No. 14 exceeds both the \$100,000 and \$210,000 thresholds, it is appropriate to present it to your Board for consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Unilateral Amendment No. 14 to incorporate a change order for the RPVT site related to utility power work, resulting in an increase to the Maximum Contract Sum in the amount of \$286,577.

It is necessary to incorporate the Change Order for the RPVT site as it accounts for an increase in scope for additional utility power resulting from Southern California Edison (SCE) final power design/plan for this site. The final power design prepared by SCE calls

for underground electrical service including boring under fairways and some trenching and the installation of appropriately sized electrical conductors buried 30 inches below grade from the utility meter to the service disconnect located on the building. Moreover, the final power design requires the installation of six (6) pull boxes, and the installation of two (2) transformer pads. These activities were not previously contemplated because when the site was trued-up the Authority, it did not yet have SCE's final power plan or the easements required to perform the work, but are necessary to complete construction activities at this site.

This change order is being processed via a Unilateral Amendment because although the parties agree on the scope of the change, they have not been able to come to an agreement on the proposed pricing method and cost. The change order work contemplated in Unilateral Amendment No. 14 for the RPVT site was reviewed by the Change Order Control Board. However, due to the lack of agreement by both parties, the Authority, based on its evaluation of the submittal recommends proceeding with the issuance of Unilateral Amendment No. 14 for this work, absent a consensus with MSI.

FISCAL IMPACT/FINANCING

The activities contemplated in Unilateral Amendment No. 14 will result in an increase to the Maximum Contract Sum in the amount of \$286,577 from \$289,098,311 to \$289,384,888.

The work contemplated in Unilateral Amendment No. 14 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) 19/UASI 21 grants. These funds are held in the Contingency line item within the approved UASI Spending Plan. The Contingency line item set aside funding to pay for unforeseen change orders. The LA-RICS Spending Plan Contingency line item has a balance of \$1,989,987 prior to issuance of Unilateral Amendment No. 14. If Unilateral Amendment No. 14 is approved by your Board and issued, the Contingency line item will be reduced to \$1,703,410.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority previously determined on July 11, 2019, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at the RPVT site, are exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") §§ 15303 and 15304. This determination was based on a detailed analysis of the site, available in Authority's files, which demonstrates that the LMR System infrastructure proposed at this site (1) consists of construction and location of limited number of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (2) consists of minor alterations in condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees

(Guidelines § 15304). The analysis also demonstrated that none of the activities proposed at this site trigger an applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2). Specifically, at the RPVT site, the LMR project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, there are no cumulative impact of successive projects of the same type in the same place, over time to be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section 65962 .5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource. Approval of the Unilateral Amendment No. 14 to reflect Change Order Modification at the RPVT site is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for approval of the Change Order Modification for the RPVT site.

Upon the Board's approval of the recommended actions for this Unilateral Amendment No. 14, the Authority will file a Notice of Exemption (NOE) for this LMR System Site (RPVT) with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

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

cc: Counsel to the Authority

**AMENDMENT NUMBER SEVENTY-FIVE –
(UNILATERAL AMENDMENT NUMBER FOURTEEN)
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

RECITALS

This Amendment Number Seventy-Five – Unilateral Amendment Number Fourteen (together with all exhibits, attachments, and schedules hereto, "hereinafter Unilateral Amendment No. 14") is unilaterally issued by the Los Angeles Regional Interoperable Communications System Authority ("Authority") pursuant to Section 2.3.6 (Unilateral Amendment) of the Agreement, and is effective as of September ____, 2021, based on the following recitals:

The Authority and Motorola Solutions, Inc. ("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").

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers One through Fifty-Nine.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty – Unilateral Amendment Number One, issued May 18, 2021, to (a) make changes necessary to incorporate certain LMR change orders for the DPK, FRP, MIR and MTL2 sites as further described in Unilateral Amendment No. 1 for a not to exceed cost increase in the amount of \$39,866 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$39,866 from \$287,407,190 to \$287,447,056 for the Work contemplated in Unilateral Amendment No. 1; and (c) make other certain changes as set forth in Unilateral Amendment No. 1.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-One – Unilateral Amendment Number Two, issued June 29, 2021, to (a) incorporate a certain LMR change order for the RPVT site as further described in Unilateral Amendment No. 2 for a not to exceed cost increase in the amount of \$257,862 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$257,862 from \$287,447,056 to \$287,704,918 for the Work contemplated in Unilateral Amendment No. 2; and (c) make other certain changes as set forth in Unilateral Amendment No. 2.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Two – Unilateral Amendment Number Three, issued July 13, 2021, to (a) incorporate a certain LMR change order for the ESR site as further described in Unilateral Amendment No. 3 for a not to exceed cost increase in the amount of \$14,205 to the Maximum Contract Sum; (b) increase the Maximum Contract Sum by \$14,205 from \$287,704,918 to \$287,719,123 for the Work contemplated in Unilateral Amendment No. 3; and (c) make other certain changes as set forth in Unilateral Amendment No. 3.

The Agreement has been subsequently amended by mutual agreement of the parties pursuant to Amendment Numbers Sixty-Three and Sixty-Four.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Five – Unilateral Amendment Number Four, issued August 12, 2021, to (a) reconcile Phase 2 Work for the SPH site reflected in a Change Order Modification as further described in Unilateral Amendment No. 4 for a not to exceed cost increase in the amount of \$945,937; (b) increase the Maximum Contract Sum by \$945,937 from \$287,738,017 to \$288,683,954, for the Work contemplated in Unilateral Amendment No. 4; and (c) make other certain changes as set forth in Unilateral Amendment No. 4.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Six – Unilateral Amendment Number Five, issued August 19, 2021, to (a) incorporate a certain LMR change order for the MML site as further described in Unilateral Amendment No. 5 for a cost increase in the amount of \$104,344; (b) increase the Maximum Contract Sum by \$104,344 from \$288,683,954 to \$288,788,298, for the Work contemplated in Unilateral Amendment No. 5; and (c) make other certain changes as set forth in Unilateral Amendment No. 5.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Seven – Unilateral Amendment Number Six, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Black Jack Peak (BJM) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 6 for a cost increase in the amount of \$60,220; (b) increase the Maximum Contract Sum by \$60,220 from \$288,788,298 to \$288,848,518, for the Work contemplated in Unilateral Amendment No. 6; and (c) make other certain changes as set forth in Unilateral Amendment No. 6.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Eight – Unilateral Amendment Number Seven, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Castro Peak (CPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 7 for a cost increase in the amount of \$78,061; (b) increase the Maximum Contract Sum by \$78,061 from \$288,848,518 to \$288,926,579, for the Work contemplated in Unilateral Amendment No. 7; and (c) make other certain changes as set forth in Unilateral Amendment No. 7.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Sixty-Nine – Unilateral Amendment Number Eight, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Dakin Peak (DPK) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 8 for a cost increase in the amount of \$66,682; (b) increase the Maximum Contract Sum by \$66,682 from \$288,926,579 to \$288,993,261, for the Work contemplated in Unilateral Amendment No. 8; and (c) make other certain changes as set forth in Unilateral Amendment No. 8.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy – Unilateral Amendment Number Nine, issued August 19, 2021, to, (a) incorporate a certain LMR change order for the Green Mountain (GRM) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 9 for a cost increase in the amount of \$31,320; (b) increase the Maximum Contract Sum by \$31,320 from \$288,993,261 to \$289,024,581, for the Work contemplated in Unilateral Amendment No. 9; and (c) make other certain changes as set forth in Unilateral Amendment No. 9.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-One – Unilateral Amendment Number Ten, issued August 19, 2021, to (a) incorporate a certain LMR change order for the FS 72 (LACF072) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 10 for a cost increase in the amount of \$3,367; (b) increase the Maximum Contract Sum by \$3,367 from \$289,024,581 to \$289,027,948, for the Work contemplated in Unilateral Amendment No. 10; and (c) make other certain changes as set forth in Unilateral Amendment No. 10.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-Two – Unilateral Amendment Number Eleven, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Rancho Palos Verde (RPVT) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 11 for a cost increase in the amount of \$8,044; (b) increase the Maximum Contract Sum by \$8,044 from \$289,027,948 to \$289,035,992, for the Work contemplated in Unilateral Amendment No. 11; and (c) make other certain changes as set forth in Unilateral Amendment No. 11.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-Three – Unilateral Amendment Number Twelve, issued August 19, 2021, to (a) incorporate a certain LMR change order for the San Pedro Hill (SPH) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 12 for a cost increase in the amount of \$7,761; (b) increase the Maximum Contract Sum by \$7,761 from \$289,035,992 to \$289,043,753, for the Work contemplated in Unilateral Amendment No. 12; and (c) make other certain changes as set forth in Unilateral Amendment No. 12.

This Agreement has been subsequently amended unilaterally pursuant to Amendment Number Seventy-Four – Unilateral Amendment Number Thirteen, issued August 19, 2021, to (a) incorporate a certain LMR change order for the Tower Peak (TWR) site related to rock coring for caissons which includes additional tower foundation drilling as further described in Unilateral Amendment No. 13 for a cost increase in the amount of \$54,558; (b) increase the Maximum Contract Sum by \$54,558 from \$289,043,753 to \$289,098,311, for the Work contemplated in Unilateral Amendment No. 13; and (c) make other certain changes as set forth in Unilateral Amendment No. 13.

The Agreement permits the Authority to issue Unilateral Amendments pursuant to Section 2.3.6 (Unilateral Amendment) and Section 2.3.10.2 (Unilateral Amendment), and the Authority has determined a Unilateral Amendment needs to be issued.

The Authority is unilaterally amending the Agreement to make changes necessary to (a) incorporate a certain LMR change order for the Rancho Palos Verdes Tee Course (RPVT) site related to utility power work as further described in this Unilateral Amendment No. 14 for a cost increase in the amount of \$286,577; (b) increase the Maximum Contract Sum by \$286,577 from \$289,098,311 to \$289,384,888, for the Work contemplated in this Unilateral Amendment No. 14; and (c) make other certain changes as set forth in this Unilateral Amendment No. 14.

This Unilateral Amendment No. 14 is authorized under Section 2 (Changes to Agreement) and Section 2.3.6 (Unilateral Amendment) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Unilateral Amendment No. 14, and for other valuable consideration, the Authority issues the following:

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 Base Document. Unless otherwise noted, section references in this Unilateral Amendment No. 14 refer to sections of the Base Document, as amended by this Unilateral Amendment No. 14.
2. Unilateral Amendment for Certain Change Order Work. Pursuant to Section 2.3.6 (Unilateral Amendment) of Agreement No. LA-RICS 007, this Unilateral Amendment No. 14 is issued by the Authority and hereby directs Contractor to perform the Work as stated in Section 2 to this Unilateral Amendment No. 14, in exchange for the firm fixed amounts set forth in Exhibit C.21 (LMR Unilateral Amendments) of Exhibit C (Schedule of Payments), which is attached to this Unilateral Amendment No. 14.

Item No.	Site ID	Site Name	Authority's Unilateral COR No. in Prolog	Previous RFQ No. or MSI Change Order No.	Description	Method of Compensation for Changes in the Work	Amount
1.	RPVT	Ranchos Palos Verdes Tee Course	RPVT COR 006 Unilateral	MSI-7068	Utility Power Work	Method B	\$286,577
TOTAL UNILATERAL AMOUNT:							\$286,577

- 2.1 Contractor shall perform all Work necessary to provide the additional utility power to the Rancho Palos Verdes Tee Course (RPVT) site pursuant to the final power map approved for construction at the RPVT site, which is attached to this Unilateral Amendment No. 14 (**Attachment A**), as well as the work scope contemplated in RPVT COR-006/MSI-COR 7068, which is incorporated into this Unilateral Amendment No. 14, herein by this

reference. The final power design calls for underground electrical service including trenching and installation of appropriately sized electrical conductors buried 30 inches below grade from utility meter to the service disconnect located on the building, and installation of six (6) pull boxes and two (2) transformer pads.

- 2.2 The cost to perform this Work is contemplated in Exhibit C.21 (LMR Unilateral Amendments) of Exhibit C (Schedule of Payments). A detailed cost breakdown reflecting the unilateral costs and approved markup is attached to this Unilateral Amendment No. 14 (**Attachment B**) and incorporated herein by this reference.

3. Amendments to the Base Document.

- 3.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:

8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Eighty-Nine Million, Three Hundred Eighty-Four Thousand, Eight Hundred Eighty-Eight Dollars (\$289,384,888) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 3.2 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 Two Hundred Eighty-Nine Million, Nine Hundred Forty-Five Thousand, Nine Hundred Sixty-Six Dollars (\$287,945,966). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

- 4.1 Exhibit C.1 (LMR System Payment Summary) to 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 Unilateral Amendment No. 14 and incorporated herein by this reference.
- 4.2 Exhibit C.21 (LMR Unilateral Amendments) is deleted in its entirety and replaced with Exhibit C.21 (LMR Unilateral Amendments), which is attached

to this Unilateral Amendment No. 14 and incorporated herein by this reference.

5. This Unilateral Amendment No. 14 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 Los Angeles County Counsel has approved this Unilateral Amendment No. 14 as to form;
 - 5.2 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Unilateral Amendment No. 14; and
 - 5.3 The Executive Director of the Authority has executed this Unilateral Amendment No. 14.
6. Except as expressly provided in this Unilateral Amendment No. 14, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. This Unilateral Amendment No. 14 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 SEVENTY-FIVE –
UNILATERAL AMENDMENT NUMBER FOURTEEN
TO AGREEMENT NO. LA-RICS 007**

**FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the Authority has hereto caused this Unilateral Amendment No. 14 to be executed on its behalf by its duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

By: _____

Scott Edson
Executive Director

APPROVED AS TO FORM FOR THE
LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1*Agreement No. LA-RICS 007 - Amended and Restated under Amendment No. 75 - Unilateral Amendment No. 14*

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
Phase 1 ^(Note 1)	\$ -	\$ 42,283,961	\$ 3,120,262	\$ 39,163,699
Phase 2	\$ -	\$ 43,718,105	\$ 4,262,420	\$ 39,455,685
Phase 3	\$ -	\$ 56,336,725	\$ 4,230,075	\$ 52,106,650
Phase 4	\$ -	\$ 21,170,136	\$ 2,053,642	\$ 19,116,494
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 163,508,927	\$ 13,666,399	\$ 149,842,527
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 163,508,927	\$ 13,666,399	\$ 205,741,046
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
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		\$ 3,244,393	\$ 324,439	\$ 2,919,954
LMR Unilateral Amendments		\$ 1,012,867	\$ 101,287	\$ 911,580
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
LMR Bridge Warranty		\$ 1,785,136		\$ 1,785,136
SUBTOTAL	\$ 130,552,956	\$ 175,466,887	\$ 21,777,569	\$ 284,242,273
TOTAL CONTRACT SUM:	\$175,466,887			
LMR Discounts ^(Note 2)	-\$16,634,955			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$289,384,888			

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.21 - LMR UNILATERAL AMENDMENTS

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable)	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 60 - Unilateral Amendment No. 1								
DPK	LMR-COR 7047	DPK COR 002 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular Section 2.7.1.g	\$ 10,676	\$ 1,068	\$ 9,608
FRP	LMR-COR 7039	FRP COR 001 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular Section 2.7.1.g	\$ 10,676	\$ 1,068	\$ 9,608
MIR	RFQ LMR-0046	MIR COR 007 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Existing Tower Removal	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular, Section 3.9.c, Section 1.3.5.B, and Section 1.2.a	\$ 10,136	\$ 1,014	\$ 9,122
MTL2	LMR-COR 7040	MTL2 COR 006 Unilateral	Amendment No. 60/ Unilateral Amendment No. 1	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular Section 2.7.1.f	\$ 8,378	\$ 838	\$ 7,540
Amendment No. 60 - Unilateral Amendment No. 1 Subtotal						\$ 39,866	\$ 3,987	\$ 35,879
Amendment No. 61 - Unilateral Amendment No. 2								
RPVT	LMR-COR 7042/ LMR-COR 7048	RPVT COR 004 Unilateral	Amendment No. 61/ Unilateral Amendment No. 2	Concrete Debris Removal	Attachment B to Amendment No. 61/ Unilateral Amendment No. 2	\$ 257,862	\$ 25,786	\$ 232,076
Amendment No. 61 - Unilateral Amendment No. 2 Subtotal						\$ 257,862	\$ 25,786	\$ 232,076
Amendment No. 62 - Unilateral Amendment No. 3								
ESR	LMR-COR 7056	ESR COR 005 Unilateral	Amendment No. 62/ Unilateral Amendment No. 3	Access Road Improvement	Amendment No. 62/ Unilateral Amendment No. 3	\$ 14,205	\$ 1,421	\$ 12,785
Amendment No. 62 - Unilateral Amendment No. 3						\$ 14,205	\$ 1,421	\$ 12,785
Amendment No. 65 - Unilateral Amendment No. 4								
SPH	LMR-COR 7053	SPH COR 006 Unilateral	Amendment No. 65/ Unilateral Amendment No. 4	Reconciliation of Phase 2 Work	Attachment B to Amendment No. 65/ Unilateral Amendment No. 4 (\$1,190,563 Contemplated in C.3 - Phase 2, incremental increase of \$945,937 as \$244,626 was already contemplated in the Agreement)	\$ -	\$ -	\$ -
Amendment No. 65 - Unilateral Amendment No. 4						\$ -	\$ -	\$ -
Amendment No. 66 - Unilateral Amendment No. 5								

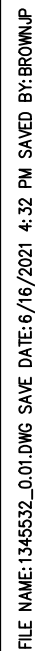
SCHEDULE OF PAYMENTS

EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. <i>(Where Applicable)</i>	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MML	LMR-COR 7065	MML COR 006 Unilateral	Amendment No. 66/ Unilateral Amendment No. 5	Utility Power Work	Exhibit C.14 (Contractors Response to Appendix I (Pricing Requirements – Unsourced Options), in particular Section 2.7.4.g	\$ 76,587	\$ 7,659	\$ 68,928
					Attachment B to Amendment No. 66/ Unilateral Amendment No. 5	\$ 27,757	\$ 2,776	\$ 24,981
Amendment No. 66 - Unilateral Amendment No. 5						\$ 104,344	\$ 10,434	\$ 93,910
Amendment No. 67 - Unilateral Amendment No. 6								
BJM	LMR-COR 7031	BJM COR 002 Unilateral	Amendment No. 67/ Unilateral Amendment No. 6	Rock Coring for Caisson	Amendment No. 67/ Unilateral Amendment No. 6	\$ 60,220	\$ 6,022	\$ 54,198
Amendment No. 67 - Unilateral Amendment No. 6						\$ 60,220	\$ 6,022	\$ 54,198
Amendment No. 68 - Unilateral Amendment No. 7								
CPK	LMR-COR 7026	CPK COR 009 Unilateral	Amendment No. 68/ Unilateral Amendment No. 7	Rock Coring for Caisson	Amendment No. 68/ Unilateral Amendment No. 7	\$ 78,061	\$ 7,806	\$ 70,255
Amendment No. 68 - Unilateral Amendment No. 7						\$ 78,061	\$ 7,806	\$ 70,255
Amendment No. 69 - Unilateral Amendment No. 8								
DPK	LMR-COR 7032	DPK COR 001 Unilateral	Amendment No. 69/ Unilateral Amendment No. 8	Rock Coring for Caisson	Amendment No. 69/ Unilateral Amendment No. 8	\$ 66,682	\$ 6,668	\$ 60,014
Amendment No. 69 - Unilateral Amendment No. 8						\$ 66,682	\$ 6,668	\$ 60,014
Amendment No. 70 - Unilateral Amendment No. 9								
GRM	LMR-COR 7030	GRM COR 003 Unilateral	Amendment No. 70/ Unilateral Amendment No. 9	Rock Coring for Caisson	Amendment No. 70/ Unilateral Amendment No. 9	\$ 31,320	\$ 3,132	\$ 28,188
Amendment No. 70 - Unilateral Amendment No. 9						\$ 31,320	\$ 3,132	\$ 28,188
Amendment No. 71 - Unilateral Amendment No. 10								
LACF072	LMR-COR 7034	LACF072 COR 003 Unilateral	Amendment No. 71/ Unilateral Amendment No. 10	Rock Coring for Caisson	Amendment No. 71/ Unilateral Amendment No. 10	\$ 3,367	\$ 337	\$ 3,030
Amendment No. 71 - Unilateral Amendment No. 10						\$ 3,367	\$ 337	\$ 3,030
Amendment No. 72 - Unilateral Amendment No. 11								

SCHEDULE OF PAYMENTS
EXHIBIT C.21 - LMR UNILATERAL AMENDMENTS

Site ID	Previous RFQ No. or MSI Change Order No.	Unilateral COR No.	Amendment/ Unilateral Amendment No.	Description	Exhibit C.14 Unit Pricing/Section No. (Where Applicable)	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
RPVT	LMR-COR 7029	RPVT COR 003 Unilateral	Amendment No. 72/ Unilateral Amendment No. 11	Rock Coring for Caisson	Amendment No. 72/ Unilateral Amendment No. 11	\$ 8,044	\$ 804	\$ 7,240
Amendment No. 72 - Unilateral Amendment No. 11						\$ 8,044	\$ 804	\$ 7,240
Amendment No. 73 - Unilateral Amendment No. 12								
SPH	LMR-COR 7035	SPH COR 005 Unilateral	Amendment No. 73/ Unilateral Amendment No. 12	Rock Coring for Caisson	Amendment No. 73/ Unilateral Amendment No. 12	\$ 7,761	\$ 776	\$ 6,985
Amendment No. 73 - Unilateral Amendment No. 12						\$ 7,761	\$ 776	\$ 6,985
Amendment No. 74 - Unilateral Amendment No. 13								
TWR	LMR-COR 7033	TWR COR 001 Unilateral	Amendment No. 74/ Unilateral Amendment No. 13	Rock Coring for Caisson	Amendment No. 74/ Unilateral Amendment No. 13	\$ 54,558	\$ 5,456	\$ 49,102
Amendment No. 74 - Unilateral Amendment No. 13						\$ 54,558	\$ 5,456	\$ 49,102
Amendment No. 75 - Unilateral Amendment No. 14								
RPVT	LMR-COR 7068	RPVT COR 006 Unilateral	Amendment No. 75/ Unilateral Amendment No. 14	Utility Power Work	Attachment B to Amendment No. 75/ Unilateral Amendment No. 14	\$ 286,577	\$ 28,658	\$ 257,919
Amendment No. 75 - Unilateral Amendment No. 14						\$ 286,577	\$ 28,658	\$ 257,919
TOTAL FOR ALL LMR UNILATERAL AMENDMENTS						\$ 1,012,867	\$ 101,287	\$ 911,580



EX P5054208
L/E

LEGEND CODE DEFINITIONS

- C - CUSTOMER CONTRACTOR INSTALLED; MATERIALS FURNISHED AND
INSTALLED BY EDISON'S EXPENSE AND ARE DEEMED
EDISON PROPERTY (EXCEPTION: STREET LIGHT ELECTROVALVES WILL
BE INSTALLED BY EDISON'S CONTRACTOR.)
- CO - CUSTOMER CONTRACTOR OWNED; MATERIALS FURNISHED, INSTALLED,
AND MAINTAINED BY EDISON'S EXPENSE
- CF - CUSTOMER CONTRACTOR FURNISHED; MATERIALS FURNISHED AND
INSTALLED BY APPLICANT AT APPLICANT'S EXPENSE THAT MAY BE
DEEMED EDISON PROPERTY
- IN - APPLICANT MATERIALS FURNISHED AND INSTALLED BY APPLICANT
IF APPLICANT MATERIALS PROVIDED OR BY EDISON IF EDISON INSTALLED
PROPERTY (EXCEPTION: FOR AN APPLICANT INSTALLED LINE EXTENSION,
STATION, OR TRANSFORMER, THE APPLICANT SHALL BE RESPONSIBLE FOR
HAVING AN ASTERISK ADJACENT TO AN "IN" LEGEND CODE REPRESENTS
MATERIALS TO BE PROVIDED BY APPLICANT AND INSTALLED BY EDISON
AND ALL OTHERS REFER TO THE BIDDING PROJECT MATERIAL LIST BY
ASSEMBLY WITHIN A STATION.)
- M - MEMO INSTALLED: SAME AS IN-INSTALLED
- MR - MEMO REMOVED: MATERIALS REMOVED BY EDISON
- RM - REMOVED: MATERIALS REMOVED BY EDISON
- SR - SHORTLY IN: MATERIALS FURNISHED AND INSTALLED BY EDISON FOR
TEMPORARY CONSTRUCTION
- SR - SHORTLY REMOVED: MATERIALS REMOVED BY EDISON FOR TEMPORARY
CONSTRUCTION
- TR - TRANSFER: EDISON LABOR REQUIRED TO TRANSFER EXISTING FACILITIES

D31: Rev. 11/85

Applicants expressly represent and warrant that all work performed and all material used in meeting Applicants' obligations herein are free from defects in workmanship and are in conformity with Southern California Edison Company's requirements. This warranty shall commence upon receipt by Applicants of the Company's final acceptance and shall expire one year from that date. Applicants agree to promptly correct to the Company's satisfaction and that of any governmental agency having jurisdiction and at Applicants' expense any breach of this warranty which may become apparent through inspection or operation of underground electric system by the Company during this warranty period.

For Underground Locating
Two Working Days Before You Dig

016: Rev. 05/28/20

36" for conduits 3" in diameter or smaller
48" for conduits 4" and 5" in diameter
60" for 6" diameter conduit

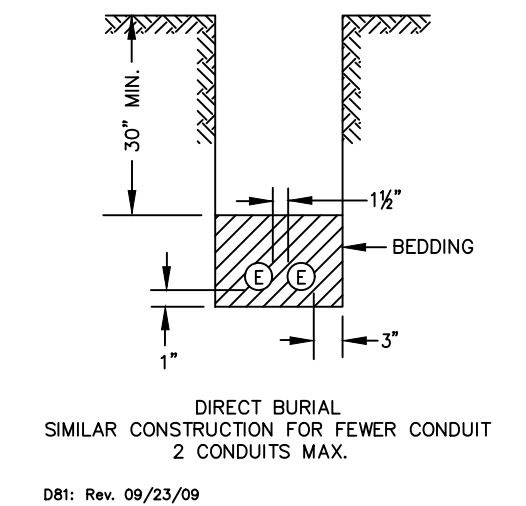
The minimum radius for sweeps are:
36" for conduits 3" in diameter or smaller
12'-6" for conduits 4" in diameter and larger,
unless otherwise noted.

NOTE:
ALL ELECTRICAL DUCTS AND STRUCTURES SHALL
CONFORM TO GENERAL ORDER #12B (RULES FOR
CONSTRUCTION OF UNDERGROUND ELECTRICAL
SUPPLY AND COMMUNICATION PRESCRIBED BY THE
PUBLIC UTILITIES COMMISSION OF THE STATE OF
CALIFORNIA, JANUARY 2006).

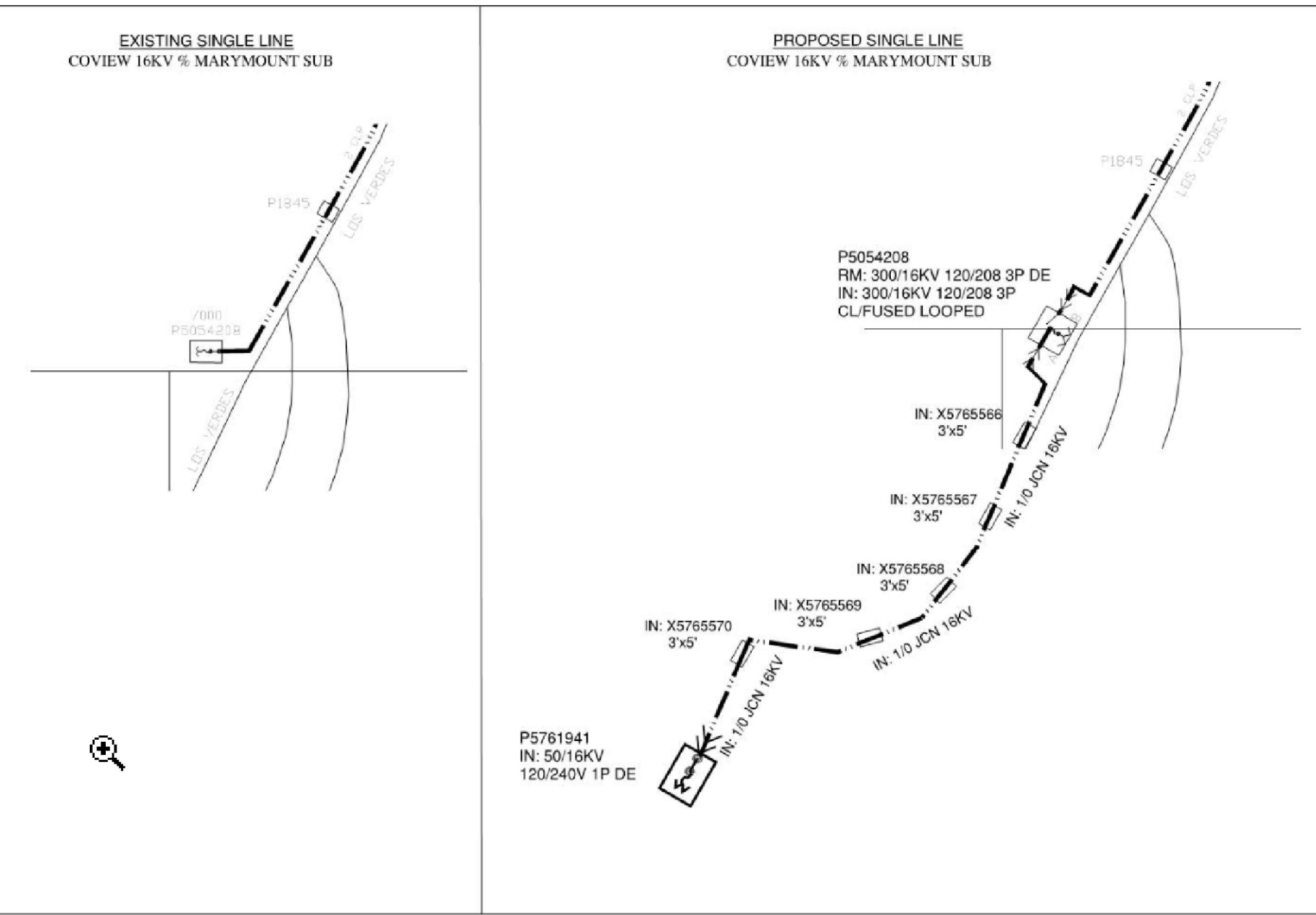
The diagram shows a cross-section of a wall with two conduits, labeled 'E', passing through it. The conduits are placed side-by-side within a rectangular opening. The opening is filled with a material labeled 'BEDDING'. The wall has a hatched pattern on the exterior side. Dimensions are indicated: a vertical dimension of '30" MIN.' on the left, a horizontal dimension of '1 1/2"' between the conduits, a horizontal dimension of '3"' from the right conduit to the right wall, and a vertical dimension of '1"' from the bottom conduit to the bottom wall.

DIRECT BURIAL
SIMILAR CONSTRUCTION FOR FEWER CONDUIT
2 CONDUITS MAX.

DBI: Rev. 09/23/09



DB1: Rev. 09/23/09



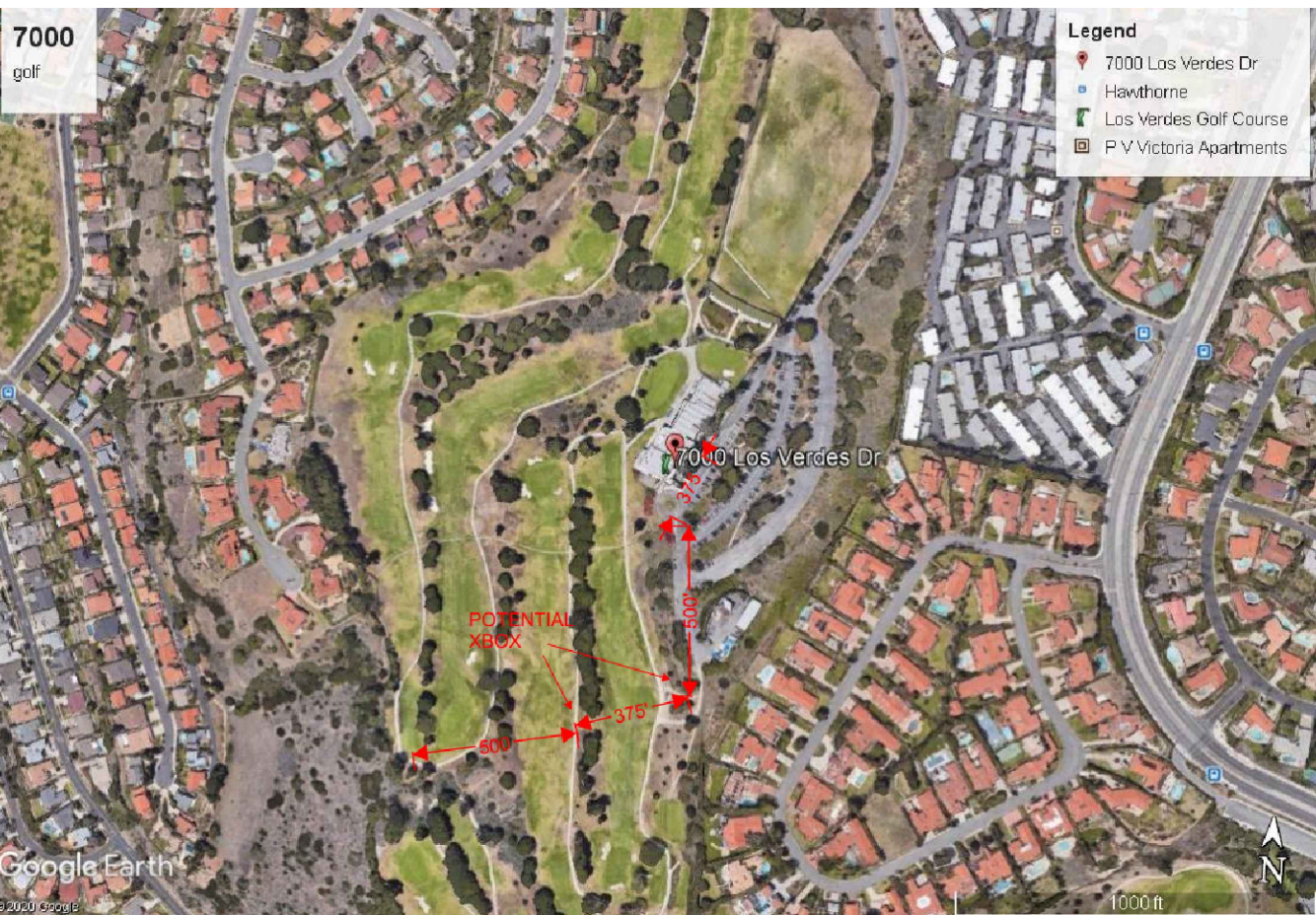
CONNECTING TO EXISTING SCE STRUCTURES

- Per SCE requirements, customers are not allowed to enter, intercept or tie-in to existing SCE facilities, e.g. structures, equipment, multi-conduit conduits, etc. SCE personnel and/or SCE contractors may be engaged and the work will only be performed by SCE. Contact the appropriate SCE inspector to schedule an appointment. Customers may connect to an existing conduit stub without a SCE inspector present.
- Multi-conduit runs/banks are runs of conduit in close proximity to each other, but not connected by a single empty conduit stub that is not in close proximity to other SCE owned facilities. Refer to the work order map for details.
- Per CPUC/SCE's Rule 15 B.1.A and Rule 16 D.1.A, the customer will provide all necessary excavations (with the exception of excavation under public or primary safety SCE facilities). A cutsole (including conduit and structures) and encasement, to be utilized in the intercept/tie-in work by SCE.
- The customer must adhere to all applicable CAL-OSHA, local, state and federal regulations, (including, but not limited to, all necessary permits, safety and traffic control) and perform the intercept/tie-in work by SCE's underground civil contractor(s).
- Intercept/tie-in work must be coordinated with SCE's civil contractors through the Division Inspector/P-Sup to limit exposure of excavation(s). Customer is responsible for securing excavation(s).

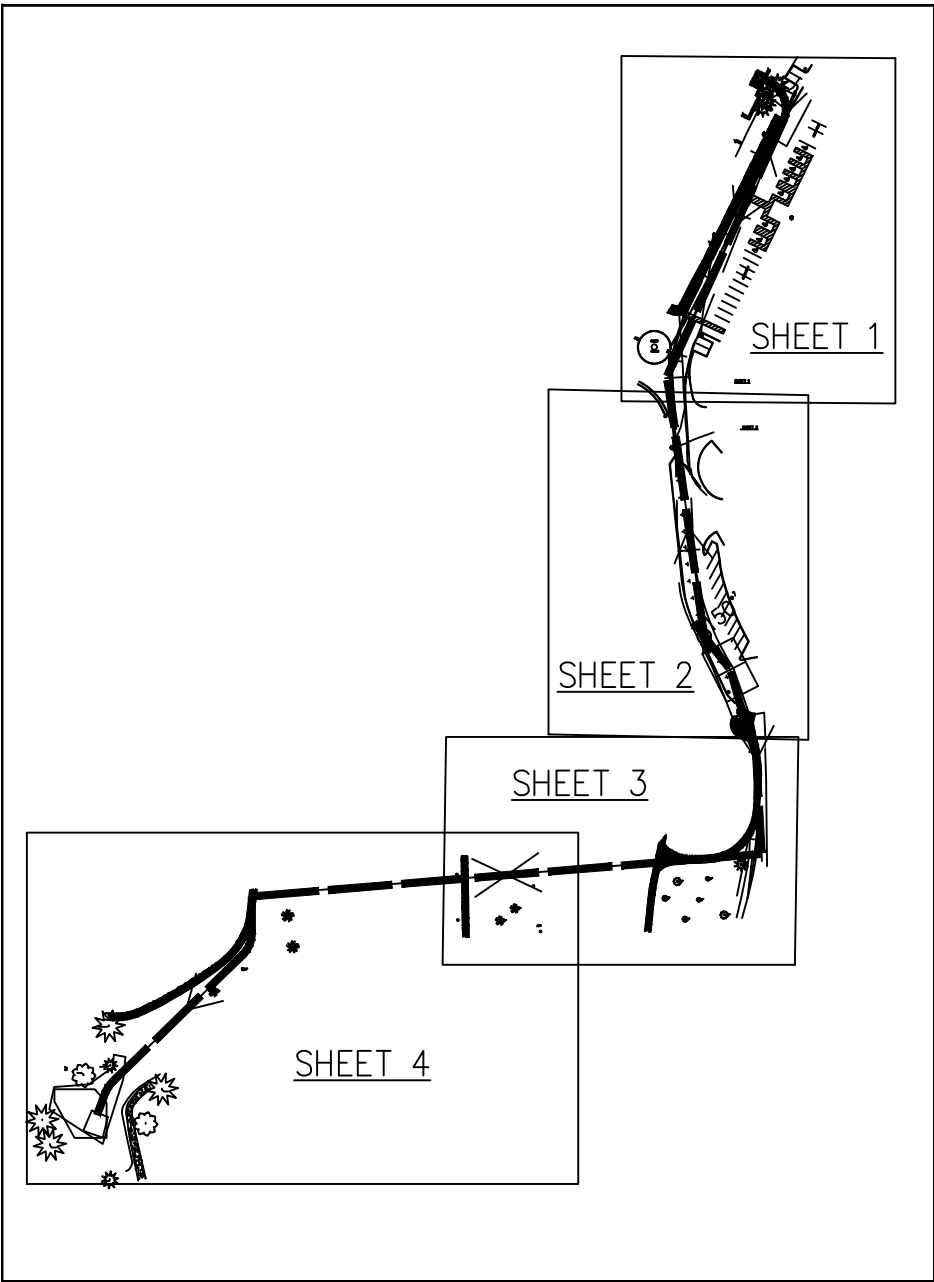
D08: 11/13/18

PWRD 88 REQUIRED	<input type="checkbox"/>
UG CIVIL ONLY WORK ORDER	<input type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
PERMIT TYPE: <u>ENCROACHMENT</u>	
OUTAGE REQUIRED	<input type="checkbox"/>
OUTAGE DATE: <u>N/A</u>	TIME: <u>N/A</u>
TRAFFIC CONTROL REQUIRED	<input type="checkbox"/>
PED. TRAFFIC CONTROL REQ'D	<input type="checkbox"/>
CONVEYANCE LETTER REQ'D	<input type="checkbox"/>
ENVIRONMENTAL REQUIREMENTS DOCUMENT (ERD) REQUIRED	<input type="checkbox"/>
CSD 140 (TLM) REQ'D	<input type="checkbox"/>

D124: Rev. 12/04/20



VICINITY OVERVIEW



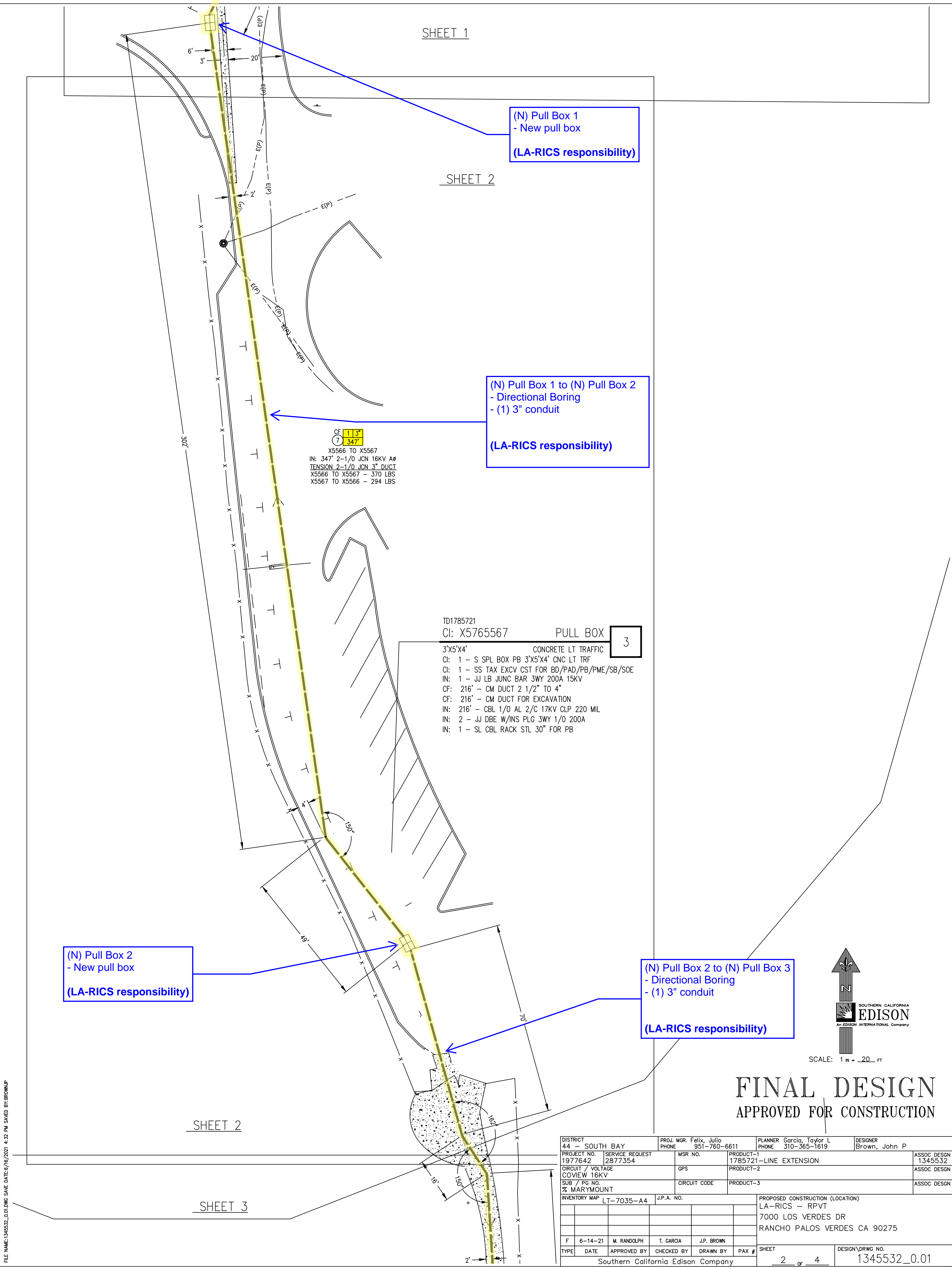
DRAWING SHEET LAYOUT

FINAL DESIGN
APPROVED FOR CONSTRUCTION



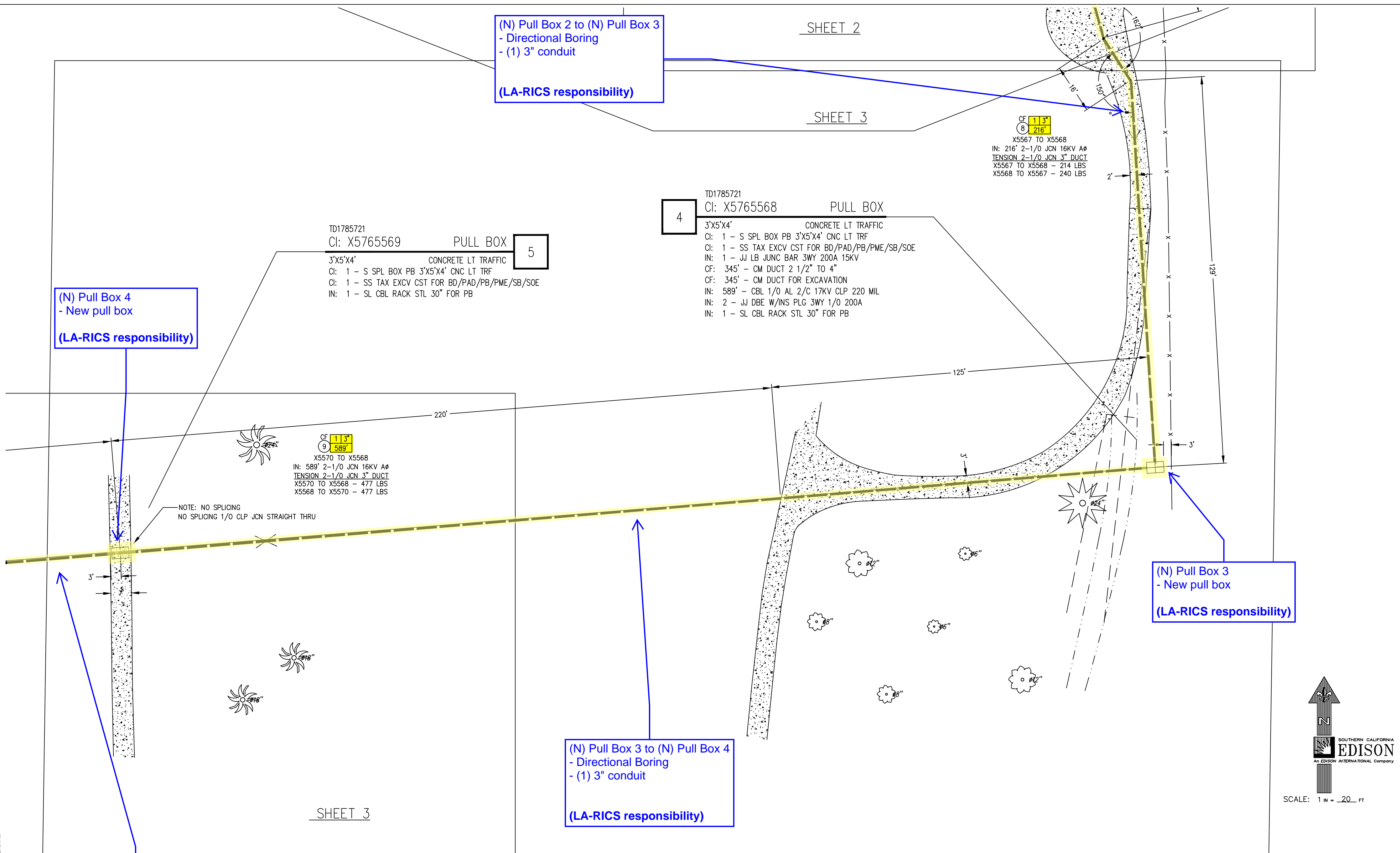
SCALE: 1 IN = 20 FT

[illegible]



FILE NAME: 1345532_0.01.DWG SAVE DATE: 6/16/2021 4:32 PM SAVED BY: BROWNAP

DISTRICT 44 – SOUTH BAY		PROJ. MGR. Felix, Julio PHONE 951-760-6611		PLANNER Garcia, Taylor L PHONE 310-365-1619		DESIGNER Brown, John P	
PROJECT NO. 1977642	SERVICE REQUEST 2877354	MSR NO.		PRODUCT-1 1785721—LINE EXTENSION		ASSOC DESGN 1345532	
CIRCUIT / VOLTAGE COVIEW 16KV		GPS		PRODUCT-2		ASSOC DESGN	
SUB / PG NO. % MARYMOUNT		CIRCUIT CODE		PRODUCT-3		ASSOC DESGN	
INVENTORY MAP LT-7035-A4		J.P.A. NO.		PROPOSED CONSTRUCTION (LOCATION) LA-RICS – RPVT 7000 LOS VERDES DR RANCHO PALOS VERDES CA 90275			
F	6-14-21	M. RANDOLPH	T. GARCIA	J.P. BROWN			
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #	SHEET	DESIGN\DRWG NO.
Southern California Edison Company						2 of 4	1345532_0.01

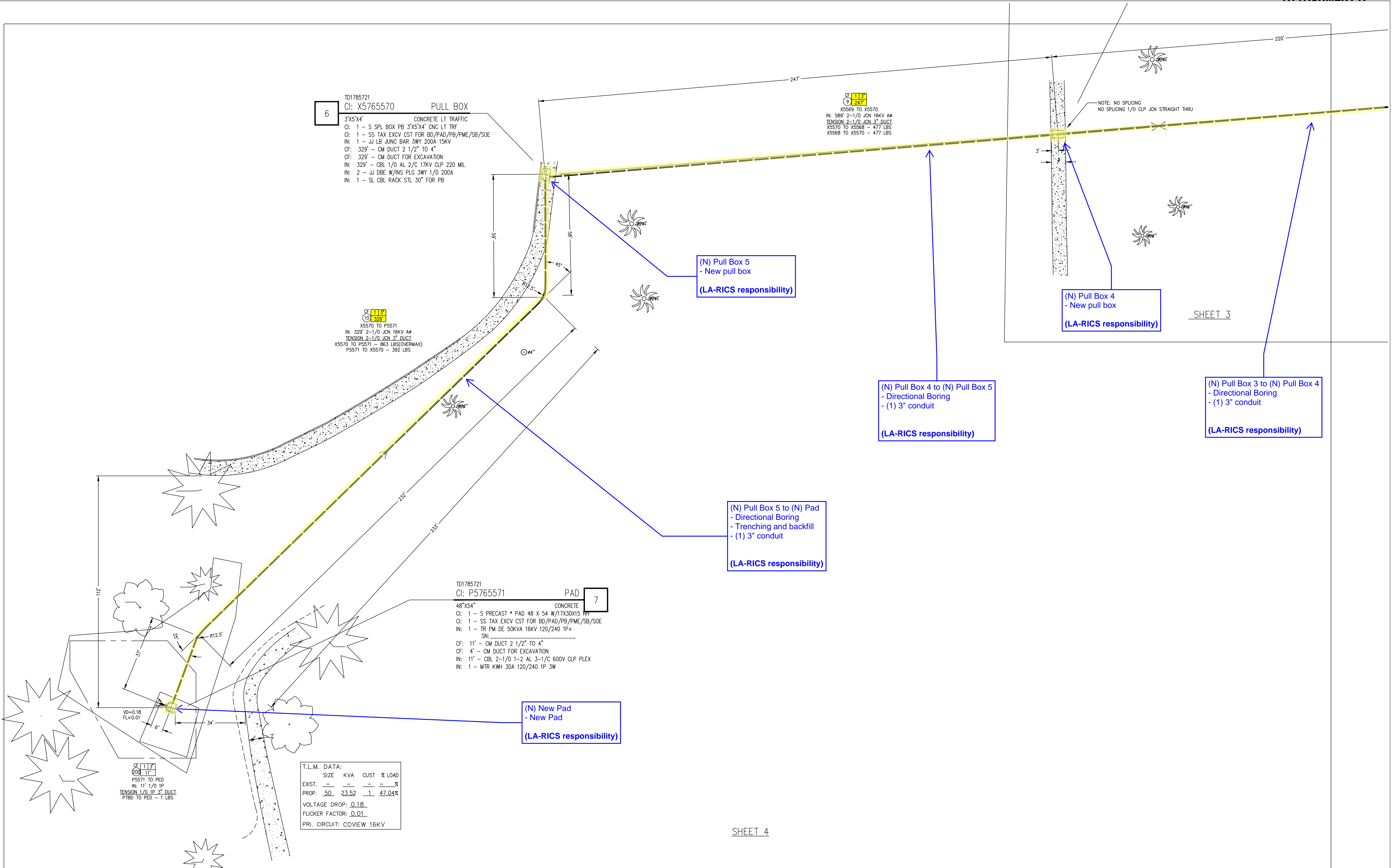


FINAL DESIGN

APPROVED FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY		PROJ. MGR. Felix, Julio PHONE 951-760-6611		PLANNER Garcia, Taylor L PHONE 310-365-1619		DESIGNER Brown, John P	
PROJECT NO. 1977642		SERVICE REQUEST 2877354		MSR NO.		PRODUCT-1 1785721-LINE EXTENSION	
CIRCUIT / VOLTAGE COVIEW 16KV		GPS		PRODUCT-2		ASSOC DESIGN 1345532	
SUB / PG NO. % MARYMOUNT		CIRCUIT CODE		PRODUCT-3		ASSOC DESIGN	
INVENTORY MAP LT-7035-A4		J.P.A. NO.		PROPOSED CONSTRUCTION (LOCATION) LA-RICS - RPVT 7000 LOS VERDES DR RANCHO PALOS VERDES CA 90275			
F 6-14-21		M. RANDOLPH		T. GARCIA		J.P. BROWN	
TYPE		DATE		APPROVED BY		CHECKED BY	
PAX #		DRAWN BY		SHEET		DESIGN\DRWG NO.	
Southern California Edison Company				3 OF 4		1345532_0.01	

FILE NAME:1345532_0.01.DWG SAVE DATE:6/16/2021 4:32 PM SAVED BY:BROWNJP



TD1785721
CI: X5765570
3'X5'X4' CONCRETE LT TRAFFIC
CI: 1 - S SPL BOX PB 3'X5'X4' CNC LT TRF
CI: 1 - SS TAX EXCV CST FOR BD/PAD/PB/PME/SB/SOE
IN: 1 - JJ LB JUNC BAR 3WY 200A 15KV
CF: 329' - CM DUCT 2 1/2" TO 4"
CF: 329' - CM DUCT FOR EXCAVATION
IN: 329' - CBL 1/0 AL 2/C 17KV CLP 220 MIL
IN: 2 - JJ DBE W/INS PLC 3WY 1/0 200A
IN: 1 - SL CBL RACK STL 30" FOR PB

CF 11.3"
9 247'
X5570 TO P5571
IN: 329' 2-1/0 JCN 16KV A#
TENSION 2-1/0 JCN 3" DUCT
X5570 TO P5571 - 863 LBS(OVERMAX)
P5571 TO X5570 - 392 LBS

CF 11.3"
9 247'
X5569 TO X5570
IN: 589' 2-1/0 JCN 16KV A#
TENSION 2-1/0 JCN 3" DUCT
X5570 TO X5568 - 477 LBS
X5568 TO X5570 - 477 LBS

NOTE: NO SPLICING
NO SPLICING 1/0 CLP JCN STRAIGHT THRU

(N) Pull Box 5
- New pull box
(LA-RICS responsibility)

(N) Pull Box 4
- New pull box
(LA-RICS responsibility)

(N) Pull Box 4 to (N) Pull Box 5
- Directional Boring
- (1) 3" conduit
(LA-RICS responsibility)

(N) Pull Box 3 to (N) Pull Box 4
- Directional Boring
- (1) 3" conduit
(LA-RICS responsibility)

(N) Pull Box 5 to (N) Pad
- Directional Boring
- Trenching and backfill
- (1) 3" conduit
(LA-RICS responsibility)

(N) New Pad
- New Pad
(LA-RICS responsibility)

TD1785721
CI: P5765571
48"X54" CONCRETE
CI: 1 - S PRECAST * PAD 48 X 54 W/17X30X15 FT
CI: 1 - SS TAX EXCV CST FOR BD/PAD/PB/PME/SB/SOE
IN: 1 - TR PM DE 50KVA 16KV 120/240 1P+
SN:
CF: 11' - CM DUCT 2 1/2" TO 4"
CF: 4' - CM DUCT FOR EXCAVATION
IN: 11' - CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX
IN: 1 - MTR KWH 30A 120/240 1P 3W

T.L.M. DATA:				
SIZE	KVA	CUST	% LOAD	
EXIST.	—	—	—	—
PROP.	50	23.52	1	47.04%
VOLTAGE DROP: 0.18				
FLICKER FACTOR: 0.01				
PRI. CIRCUIT: COVIEW 16KV				

CF 11.3"
200 11'
P5571 TO PED
IN: 11' 1/0 1P
TENSION 1/0 1P 3" DUCT
PTBD TO PED - 1 LBS

VD=0.18
FL=0.01

SHEET 4

SHEET 3

FINAL DESIGN
APPROVED FOR CONSTRUCTION

DISTRICT 44 - SOUTH BAY	PROJ. MGR. Felix, Julio PHONE 951-760-6611	PLANNER Garcia, Taylor L PHONE 310-365-1619	DESIGNER Brown, John P
PROJECT NO. 1977642	SERVICE REQUEST 12877354	MSR NO.	PRODUCT-1 1785721-LINE EXTENSION
CIRCUIT / VOLTAGE COVIEW 16KV	GPS	PRODUCT-2	ASSOC DESIGN 1345532
SUB / PG NO. % MARYMOUNT	CIRCUIT CODE	PRODUCT-3	ASSOC DESIGN
INVENTORY MAP LT-7035-A4	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION) LA-RICS - RPVT 7000 LOS VERDES DR RANCHO PALOS VERDES CA 90275	
F 6-14-21	M. RANDOLPH	T. GARGA	J.P. BROWN
TYPE DATE	APPROVED BY	CHECKED BY	DRAWN BY PAX #
Southern California Edison Company			
SHEET 4 of 4			
DESIGN/DRWG NO. 1345532_0.01			

Date: 2021-08-20
Site: RPVT
Program: LMR
COR No. RPVT COR 006

			rate	person	hours	actual cost	subcontract markup		MSI markup	total
CX PM	C.11		118	1	45	5310	0	0	0	5,310.00
Mobilization and demobilization of crews (for boring equipment)			C.14 1.2a			1376.67	0	0	0	1,376.67
a. 390' of boring	los angeles local market rate for direction:		97.151		390 ft	37,888.89	5%	1894.4	5%	39,783.33
b. Supply and install (1) 3" conduit (390')										
c. Supply and install (1) transformer pad (48"x54" pad)	LABOR	labor	64	2	8	1,024.00	18%	184.32	5%	1,208.32
		operator	84	1	8	672.00	18%	120.96	5%	792.96
	MATERIAL					442.38	15%	66.357	5%	508.74
c. Supply and install (1) Pull Box (3'x5'x4' pull box)	LABOR	labor	64	3	8	1,536.00	18%	276.48	5%	1,812.48
		operator	84	1	8	672.00	18%	120.96	5%	792.96
	MATERIAL					4,973.49	10%	497.35	5%	5,470.84
a. 347' of boring	los angeles local market rate for direction:		97.151		347 ft	33,711.40	5%	1685.6	5%	35,396.97
b. Supply and install (1) 3" conduit (347')										
c. Supply and install (1) Pull Box (3'x5'x4')	LABOR	labor	64	3	8	1,536.00	18%	276.48	5%	1,812.48
		operator	84	1	8	672.00	18%	120.96	5%	792.96
	MATERIAL					4,973.49	15%	746.02	5%	5,719.51
a. 216' of boring	los angeles local market rate for direction:		97.151		216 ft	20,984.62	5%	1049.2	5%	22,033.85
b. Supply and install (1) 3" conduit (216')										
c. Supply and install (1) Pull Box	LABOR	labor	64	3	8	1,536.00	18%	276.48	5%	1,812.48
		operator	84	1	8	672.00	18%	120.96	5%	792.96
	MATERIAL					4,973.49	15%	746.02	5%	5,719.51
a. 589' of boring	los angeles local market rate for direction:		97.151		589 ft	57,221.94	5%	2861.1	5%	60,083.04
b. Supply and install (1) 3" conduit (589')										
c. Supply and install (1) Pull Box	LABOR	labor	64	3	8	1,536.00	18%	276.48	5%	1,812.48
		operator	84	1	8	672.00	18%	120.96	5%	792.96
	MATERIAL					4,973.49	15%	746.02	5%	5,719.51
a. 247' of boring	los angeles local market rate for direction:		97.151		247 ft	23,996.30	5%	1199.8	5%	25,196.11
b. Supply and install (1) 3" conduit (247')										
c. Supply and install (1) Pull Box	LABOR	labor	64	3	8	1,536.00	18%	276.48	5%	1,812.48
		operator	84	1	8	672.00	18%	120.96	5%	792.96
	MATERIAL					4,973.49	15%	746.02	5%	5,719.51
a. 329' of boring, trenching, and backfill	los angeles local market rate for direction:		97.151		329 ft	31,962.68	5%	1598.1	5%	33,560.81
b. Supply and install (1) 3" conduit (329')										
c. Supply and install (1) Pad	LABOR	labor	64	2	8	1,024.00	18%	184.32	5%	1,208.32
		operator	84	1	8	672.00	18%	120.96	5%	792.96
	MATERIAL					442.38	15%	66.357	5%	508.74
c. Supply and install (1) Pull Box	LABOR	labor	64	3	8	1,536.00	18%	276.48	5%	1,812.48
		operator	84	1	8	672.00	18%	120.96	5%	792.96
	MATERIAL					4,973.49	15%	746.02	5%	5,719.51
EQUIPMENT	Reach Fork					2,875.00	10%	287.5	5%	3,162.50
	Mini Ex					3,375.00	10%	337.5	5%	3,712.50
material delivery cost						1,855.00	15%	278.25	5%	2,239.91

205,765.82
32,580.70

\$ 286,576.77