



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (“AUTHORITY”)

BOARD OF DIRECTORS MEETING

Thursday, November 7, 2024, • 9:00 a.m.

County of Los Angeles Sheriff’s Department (LASD)
 Community College Bureau
 1055 Corporate Center Drive
 Monterey Park, CA 91754

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

Call-in Number for the Public:

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

Telephone Number: (323) 886-6924

Conference ID: 576 466 700#

AGENDA POSTED: October 31, 2024

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

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

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



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – ROLL CALL

III. APPROVAL OF MINUTES – (A)

A. October 3, 2024 – Regular Minutes

Agenda Item A

IV. PUBLIC COMMENTS –

V. CONSENT CALENDAR – NONE

VI. REPORTS (B – E)

B. Director’s Report – Scott Edson

C. Project Manager’s Report – Riad ElMasri

Agenda Item C

D. Joint Operations and Technical Committee Chair’s Report – NONE

E. Finance Committee Chair’s Report – NONE

VII. DISCUSSION ITEMS (F – G)

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

Agenda Item F

G. Outreach Update – Lt. Robert Weber

Agenda Item G

VIII. ADMINISTRATIVE MATTERS (H – L)

H. ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

At your meeting of August 1, 2024, the Executive Director informed the Board that he would be placing on this month’s agenda a notice for the elections of a Chair and Vice-Chair of the JPA.



As required in the JPA Agreement under Article 3, Section 1.01, the Board shall elect a Chairperson and Vice-Chairperson from among the Directors. The Chairperson shall sign all contracts on behalf of the Authority (unless delegated to the Executive Director), and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson can sign contracts (unless delegated to the Executive Director) and perform all of the Chairperson's duties. Your Board should consider and vote on nominations for a Chairperson and Vice-Chairperson.

Agenda Item H

I. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 34 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

It is recommended that your Board:

1. Approve Amendment No. 34 to the Agreement, in substantially similar form to the Enclosure, to exercise the second one-year option term of the Agreement allowing Jacobs to complete its scope as the LMR Project Manager through December 31, 2025, which will not increase the not-to-exceed contract amount.
2. Delegate authority to the Executive Director to execute Amendment No. 34, in substantially similar form, to the enclosed Amendment (Enclosure).
3. Allow for the issuance of one or more Notices to Proceed for the work contemplated in Amendment No. 34.
4. Delegate authority to the Executive Director to approve and execute amendments to reallocate phase budget amounts from one phase budget to another phase budget provided such reallocations do not increase the not-to-exceed contract amount and are approved as to form by Counsel to the Authority.

Agenda Item I

J. APPROVE A SOLE SOURCE AGREEMENT WITH DPS TELECOM FOR A SECURITY SYSTEM FOR ALL LAND MOBILE RADIO (LMR) SYSTEM SITES

1. Make the following findings:
 - a. Find that approval of a sole source agreement (Agreement) to install a Security System for the LMR System at twenty-six (26) sites identified in the enclosed California Environmental Quality Act (CEQA) Site List (**Enclosure 1**) are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR



System, which was previously certified by your Board under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

- b. Find the approval of an Agreement to install a Security System for the LMR System at twenty-three (23) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these sites, which your Board previously found statutorily exempt from review under CEQA on November 13, 2014, February 5, 2015, December 17, 2015 and December 12, 2016, respectively, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.
 - c. Find the approval of the Agreement to install a Security System for the LMR System at four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are within the scope of the activities previously authorized at these sites on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and/or 15304 for the reasons as noted in the record of the project.
 - d. Find that approval of the Agreement to install a Security System for the LMR System at one (1) site Industry Water Tank (INDWT) identified in the enclosed CEQA Site List (**Enclosure 1**) is consistent with the activities analyzed in the Mitigated Negative Declaration (MND) for the INDWT project, which was previously adopted by your Board under CEQA on July 31, 2018, and there have been no changes to the activities proposed at the site, or to the circumstances under which these activities will be undertaken, that would result in any new significant or more severe environmental impacts.
2. Approve an Agreement between DPS Telecom and the Authority, similar in form to the enclosed (**Enclosure 2**), to allow DPS Telecom to provide the necessary equipment, installation, configuration and training, for a Security System at various LMR System sites that would integrate into the existing infrastructure of the LMR System for a total not-to-exceed amount of \$1,443,616, for an eight (8) month Agreement term.



3. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement in substantially similar form to the enclosed Agreement (**Enclosure 2**).
4. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, provided any such amendments are approved as to form by Counsel to the Authority.

Agenda Item J

K. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 5 TO THE FREQUENCY LICENSING COORDINATION SERVICES AGREEMENT

It is recommended that your Board:

Delegate authority to the Executive Director to execute Amendment No. 5 in substantially similar form to the Enclosure, to extend the term of the Agreement for Frequency Licensing Coordination Services (Agreement) with the Association of Public-Safety Communications Officials International, Inc. (APCO) commencing on January 1, 2025 to June 30, 2025, with no additional increase in cost, for continued frequency licensing services for the Authority's LMR System.

Agenda Item K

L. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT FOR OFFICE SPACE LOCATED AT 2525 CORPORATE PLACE, SUITE 200 (LA-RICS HEADQUARTERS)

It is recommended that your Board:

1. Find that the proposed lease amendments are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Delegate authority to the Executive Director to execute the lease agreement with 2000 GOLD LIMITED PARTNERSHIP (Lessor) in substantially similar form to Attachment A, for a maximum first year annual lease cost of \$340,046. The proposed lease term is for six (6) years starting November 16, 2024, for a total not to exceed amount of \$2,199,559 for the entire term. The lease is subject to early termination by the Authority after three (3) years with payment of a Termination Fee based on the leasing costs incurred by the Lessor in connection with the tenant improvements allowance.
3. Delegate authority to the Executive Director to acquire furniture, telephone, data, low voltage systems, and tenant improvements at a total cost not to



exceed \$110,000, in accordance with applicable procurement rules and policies or member agency agreements that may be available to the Authority.

Agenda Item L

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT –

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)
Property:]2525 Corporate Place, Suite 200, Monterey Park, CA 91754]
LA-RICS Negotiators: Scott Edson, Executive Director; Roberto Saldana, Senior Deputy County Counsel
Negotiating Parties: Tom Tung, Summer Wang
Under Negotiation: Price and Terms
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1)) Title: Executive Director

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, December 5, 2024, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.



BOARD MEETING INFORMATION

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

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

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

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

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



BOARD OF DIRECTORS REGULAR MEETING MINUTES

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Thursday, October 3, 2024, - 9:00 a.m.

BOARD MEMBERS PRESENT

Richard Tadeo, Director, EMS Agency

Scott Weise, Police Chief (Monterey Park), Los Angeles County Police Chief's Association

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

ALTERNATES FOR BOARD MEMBERS PRESENT

Michael Inman, Deputy Fire Chief, County of Los Angeles Fire Department

David Sum, Captain, County of Los Angeles Sherriff's Department

Michael Browne, Assistant Fire Chief, Los Angeles Area Fire Chief's Association

Brandon Coatney, Deputy Fire Chief, (City of La Verne Fire Department)

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Beatriz Cojulun, LA-RICS, Board Secretary

BOARD MEMBERS ABSENT / VACANT

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

David Povero, Police Chief, City of Covina Police Department

Mark Fronterotta, Police Chief, City of Inglewood Police Department



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

I. CALL TO ORDER

Alternate Board Chair Acting Commander David Sum welcomed attendees and called the October 3, 2024, Regular Board meeting to order at 9:01 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

LA-RICS Board Secretary Beatriz Cojulun took the roll and acknowledged a quorum was present.

III. APPROVAL OF MINUTES – (A)

A. August 1, 2024 – Regular Minutes

Agenda Item A

Alternate Board Chair Acting Commander Sum asked the Board if there were any comments or corrections to the Regular Meeting Minutes for August 1, 2024. There were no questions or corrections, therefore, he asked for a motion to approve the minutes.

Board Member Chief Scott Wiese motioned first, seconded by Alternate Board Member Deputy Fire Chief Michael Inman.

AYES (7): Inman, Sum, Tadeo, Browne, Wiese, Nelson, Coatney.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR – NONE

There were no reports on the Regular Meeting Agenda.

VI. REPORTS (B – E)

B. Director's Report – Scott Edson



Executive Director Scott Edson greeted the Board and reported the Land Mobile Radio (LMR) network ran smoothly without service interruptions for the month of September. Executive Director Edson further reported the Motorola Solutions, Inc. (MSI) Service Team is continuing to work toward completion of the annual preventative maintenance activities for the analog voice systems after completion of the Digital Trunked Voice Radio Subsystem (DTVRS). Executive Director Edson went on to say MSI expects to complete preventative maintenance activities by mid-October provided there are no unexpected events that occur. Executive Director Edson expressed, in parallel, there is a focus on other preventative maintenance activities, including site infrastructure, battery plants, generators, heating, venting, air conditioner (HVAC) systems and fuel polishing, which are occurring in parallel with the radio frequency (RF) maintenance. Executive Director Edson further expressed these efforts ensure the LA-RICS LMR sites remain operational with minimal interruptions, and all preventative maintenance is expected to be complete by mid-October.

Executive Director Edson stated September brought its own set of challenges as the hot weather and wildfires put the LMR infrastructure support systems, such as HVACs and generators, to the test. Executive Director Edson further stated the Bridge Fire, which started near the East Fork of the San Gabriel Mountains National Monument, became a significant concern. Executive Director Edson went on to say although the fire began on Sunday, September 8, 2024, it was not until Tuesday, September 10, 2024, that strong winds pushed the fire towards site Frost Peak (FRP), which is located on top of the Mountain High Ski Resort, which is outside of Wrightwood.

Executive Director Edson shared the fire damaged the power infrastructure that serves Mountain High and all of the communication sites on Frost Peak, but, fortunately, the LMR site generator immediately provided power, and no outages were experienced. Executive Director Edson mentioned, with many thanks to the LA-RICS embedded fire captain, the brush clearance and vegetation management he directed around the site helped minimize damage.

Executive Director Edson expressed site FRP played a crucial role during and after the fire, especially for the County of Los Angeles first responders, as this is the only site that covers the Wrightwood area, which is directly affected by the fire. Executive Director Edson further expressed the County of Los Angeles Sheriff's Department's (LASD) legacy equipment, which was housed in a nearby commercial site, had recently migrated to the LA-RICS shelter less than a year ago. Executive Director Edson went on to say the commercial shelter, which did not have backup power, lost electricity when the mountaintop's power grid went down, however, thanks to the migration, LASD's legacy equipment continued to operate during the critical time.



Executive Director Edson reported LA-RICS staff visited site FRP two (2) days after the fire to assess its condition and ensure LA-RICS was ready for any long-term operation needs, especially if the site needed to run on generator power for an extended period. Executive Director Edson further reported the assessment revealed winter storm damage from falling ice was a more pressing issue than the fire damage, and the LA-RICS team was working on the remediation of both issues.

Executive Director Edson stated, as previously reported to the Board, LA-RICS has been collaborating with MSI on contract amendments for several key tasks, particularly the Year-1 Maintenance and the Software Upgrade Agreement (SUA), and both are vital to keeping the LMR system running smoothly. Executive Director Edson further stated with the Warranty period ending in November, the Year-1 Maintenance contract will ensure MSI's team is available to troubleshoot and repair any LMR components, including the radio and site infrastructure. Executive Director Edson went on to say this contract also covers ongoing preventative maintenance for these components.

Executive Director Edson expressed the SUA ensures selected upgrades to the LMR system over the course of a multi-year agreement, keeping the software and certain hardware compliant with the manufacturer's support life cycle. Executive Director Edson further expressed this agreement will cover the system's first six (6) years of operation, and the outcome of LA-RICS' discussions with MSI led to Amendments 122 and 123, which would be discussed in more detail.

Executive Director Edson reported, with regard to budget and fiscal matters, as LA-RICS proceeds through the 12- month Warranty period, onboarding users and working with the region towards Interoperability, LA-RICS is proceeding in accordance with the Adopted Budget, expending funds in accordance with the budget and grantor-approved spending plans and bringing before the Board those agreements that make up the cost factors for the Revised Funding Plan. Executive Director Edson mentioned, as the Board recalled, the Revised Funding Plan captured the estimated costs for the ongoing operations and maintenance of the LMR system, which included the SUA and Operations and Maintenance agreement with MSI, and the facilities and ancillary costs received via governmental services. Executive Director Edson expressed, with the three (3) agreements negotiated, what was before the Board was in line with the estimated costs included in both the Revised Funding Plan and the current Adopted Budget.

Executive Director Edson stated, in regard to grants, the 2025 grant application season is approaching, with leadership in the Mayor's office organizing a similar presentation as was done in previous years, where the Interoperable communications working group made up of Interagency Communications Interoperability (ICI), City of Los Angeles Police Department (LAPD), City of Los Angeles World Airports (LAWA), Port of Los Angeles, Port of Long Beach, and LA-RICS, will be collaborating to present the needs of the region prioritized by what is



required to finish interconnections for Interoperability, as well as a “fair share” of funding for ongoing operations and maintenance for all systems.

Executive Director Edson mentioned, as the Board may recall, the State Grant Administrator, CalOES, wrote a letter to the Mayor’s office in 2016, as the local administrator of the Urban Areas Security Initiative (UASI) grant, and from this letter, Executive Director Edson quoted, *“FEMA is requesting additional information regarding the LA-RICS Project. Given that the projected spending plan is dependent on future UASI dollars, the Approval Authority is being asked to provide written support and endorsement of this project and the proposed spending plan. This written support is to include a minimum level of funding that will be committed to this project in future grant years until the project is completed, as well as a minimum level of funding the Approval Authority will commit to supporting the operational and maintenance expenses once the system is up and running”*.

Executive Director Edson further mentioned, LA-RICS received funding at that time (2016) and requested for additional funding from the State, and now that the system is completed, LA-RICS requests funding for mostly operation and maintenance of the system.

Executive Director Edson went on to say the request was for a commitment of funding to finish LA-RICS and the minimum level of funding the Approval Authority would commit to supporting the operational and maintenance expenses of LA-RICS and all systems once the system was up and running. Executive Director Edson expressed LA-RICS’ partners in the region took this written request and expanded it to include other non-regional systems, such as LAPD, into their written confirmation they would complete LA-RICS, and the “City of LA” project with grant funds. Executive Director Edson further expressed as the Board is aware, LAPD is still completing their system and is about a year and a half away from completion. Executive Director Edson shared, in the written confirmation to CalOES, the UASI Approval Authority affirmed the following: 1.they would complete the Los Angeles City Communications System and LA-RICS, which were the only two (2) systems pending completion, and all four (4) communications projects (LA-RICS, ICI, LAPD, and the Ports of Los Angeles), will receive an equal percentage of grant funding for annual operational and maintenance expenses once the respective system is fully deployed.

Executive Director Edson quoted from the UASI Approval Authority’s written response to CalOES, *“This response is intended to reaffirm the AA members’ steadfast support for achieving regional Interoperability by dedicating the necessary resources to the complete the Los Angeles Regional Interoperable Communications System (LA-RICS), as well as the Los Angeles City Communications System - the two remaining projects of those that make up the regional system-of-systems. The other two interoperable projects of those that comprise the system of systems in the region – the Long Beach radio upgrade*



project and the Interagency Communications Interoperability (ICI) System project – have been fully funded and are expected to be completed within the next year. The AA is committed to supporting LA-RICS and the Los Angeles City Communications System for the timely completion of the buildouts. Additionally, all four communications projects will receive an equal percentage of grant funding for annual operational and maintenance expenses once the systems are fully deployed”.

Executive Director Edson mentioned, as was previously shared with the Board, LA-RICS is the only system complying with this commitment, and LA-RICS did not apply for grant funding for operations and maintenance until the project was fully completed while other projects continue to build out their systems while, at the same time, receiving funding for operations and maintenance.

Executive Director Edson went on to say, in addition, as he has pushed and advocated for support of an equal percentage of grant funding to the four (4) systems as was committed to in the letter to CalOES, instead, the four (4) systems have now grown to six (6), with the City of Los Angeles owning three (3) recipients in the last year. Executive Director Edson expressed each of the six (6) projects received one million dollars (\$1,000,000) each as an “equal” percentage of operations and maintenance: LAPD, Ports of Los Angeles, and Long Beach, LAWA, and ICI each received one million dollars (\$1,000,000) as did LA-RICS, which serves a broader region and population and provides free roaming for the other non-members.

Executive Chief Edson expressed, as evidenced by the written commitment made by the City of Los Angeles and City of Long Beach regions, they are not complying with CalOES requirements as incomplete systems continue to receive funding for operations and maintenance, and there is not an equitable percentage share of funding. Executive Chief Edson further expressed, as the 2025 grant cycle approaches, he urges the Board to push for equitable funding as well as compliance with the regional commitment to make Interoperability a priority and not individual advancement of standalone systems. Executive Director Edson mentioned this is important to UASI Board members who are part of LACoFD, LASD, Emergency Management Systems, Los Angeles Area Fire Chief’s Association, and Los Angeles County Police Chief’s Association, and implored the board to support LA-RICS in receiving an equitable share of the systems maintenance the Approval Authority would discuss in upcoming meetings.

Executive Director Edson, reported, Agenda Item K would be presented to the Board which was regarding LA-RICS entering into a Memorandum of Understanding (MOU) for the oversight, use, control, and coordination, among other things, of interconnections to link LA-RICS to various agencies’ communications systems for purposes of Interoperability. Executive Director Edson further reported, in May 2023, the Board approved an MOU between LA-



RICS and ICI for these same purposes, and this current agreement was for the interconnections with the Ports of Los Angeles and Long Beach, LAPD, and LAWA. Executive Director Edson went on to say this benefits the region greatly, and LA-RICS will continue to serve as the hub for Interoperable communications in the region despite being awarded grants as if LA-RICS is a standalone project serving one agency.

Regarding contracts, Executive Director Edson stated LA-RICS negotiated agreements for ongoing operations and maintenance of the system which are 1.) LMR Operations and Maintenance Year 1 Agreement with MSI (LMR Amendment 122) under Agenda Item I, 2.) Subscriber User Agreement (SUA) (LMR Amendment 123) under Agenda Item J, and 3.) MOU for facilities maintenance and ancillary services with the County of Los Angeles Internal Services Department (LA County ISD) under Agenda Item L. Executive Director Edson further stated these three (3) agreements were presented to the Board during the revised funding plan discussion when LA-RICS sought authority to pursue sole-source negotiations.

Executive Director Edson shared the LMR Operations and Maintenance Year-1 Agreement, Agenda Item I (LMR Amendment No. 122), was negotiated at the time of contract execution for the LMR buildout over thirteen (13) years ago. Executive Director Edson further shared the funding for the first year of the Agreement is included in the Revised Funding Plan and the Adopted Budget for Fiscal Year 2024-2025, and will be included in each subsequent years' budget to be presented to the Board at that time.

Executive Director Edson reported the SUA with MSI was negotiated by the LA-RICS team with support contributed via a Delegated Authority agreement between LA County and independent contractor Deltawrx management consultants, and extensive hours of analysis and negotiations went into this agreement, with confirmation received by Deltawrx, that the cost and scope were appropriate and accurate. Executive Director Edson further reported this agreement was for proprietary services that only MSI can provide on the MSI system. Executive Director Edson went on to say the funding for the first year of the agreement is included in the Revised Funding Plan and the Adopted Budget for Fiscal Year 2024-2025 and will be included in each subsequent years' budget to be presented to the Board at that time.

Executive Director Edson stated the MOU for facilities maintenance and ancillary services with LA County ISD was also negotiated, which contains the scope not captured in the previously negotiated operations and maintenance scope with MSI but is required to maintain sites operational. Executive Director Edson further stated detail relating to all three (3) agreement scopes would be provided under their respective agenda items, however, Executive Director Edson confirmed the Jacobs Project Management Team and its estimators and subject matter experts analyzed the scope, labor hours, and cost components, and confirmed the cost for



the base scope is appropriate and cost-effective in comparison to procuring these services independently with various operations and maintenance service providers. Executive Director Edson went on to say, additionally, the funding for the first year of the agreement is included in the Revised Funding Plan and the Adopted Budget for Fiscal Year 2024-2025 and will be included in each subsequent years' budget to be presented to the Board.

Executive Director Edson expressed aside from the agreements required to operate and maintain the LMR system, the agreement to complete the tower demolition at site Castro Peak (CPK) would be presented to the Board as Agenda Item J, and the Board may recall removing the old tower at CPK is a condition of the site's planning permit. Executive Director Edson further expressed LA-RICS received bids for this work and was ready to present the agreement to the Board for approval and execution, and the cost for this work is within the budget included in the Adopted Budget.

Executive Director Edson went on to say now that LA-RICS is well into operating an LMR system and is moving out of warranty and into service agreements, the format of the Board meeting will change within the next few months.

Board Member Director Richard Tadeo asked Executive Director Edson if LA-RICS would do another presentation before the UASI Approval Authority, and Executive Director Edson confirmed so. Board Member Director Tadeo stated he thinks there was graphic from last year's presentation, and that's why the number were interpreted differently. Executive Director Edson stated those numbers would be toned down.

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

C. Project Manager's Report – Riad ElMasri

Program Manager Riad ElMasri greeted the Board and stated he would provide updates on outstanding projects, issues, and preventative maintenance activities.

Program Manager ElMasri reported on September 25, 2024, DPS Telecom submitted their proposal covering site security upgrade to most LMR sites, and included in their proposal are four (4) different types of security cameras, local video recording storage, access terminals, electronic mortis locks and a keypad/keycard entry system. Program Manager ElMasri further reported the PM team reviewed the proposal and submitted initial comments and requested corrections on a call with DPS representatives that was held on September 27, 2024. Program Manager ElMasri went on to say the PM team is waiting on the PM's lead estimator for feedback on the pricing.



Regarding utility power at site Green Mountain (GRM), Program Manager EIMasri shared California State Parks confirmed that an agreement was reached with the City of Los Angeles Department of Water and Power (LADWP) allowing LADWP to move forward with submitting a broader Right of Entry (ROE), and this ROE will include replacing all LADWP electric poles covering Topanga State Park including the power pole feeding power to LA-RICS site. Program Manager EIMasri further shared, on July 19, 2024, LA-RICS submitted a separate ROE for trenching work to the new pole location, and once California State Parks releases this ROE, the LA-RICS vendor will schedule a pre-construction walk with LADWP and proceed with trenching work.

Program Manager EIMasri stated, on September 18, 2024, Southern California Edison (SCE) provided an update on the status of their remote grid system covering site Burnt Peak (BUR1). Program Manager EIMasri further stated the project has a delayed completion date of April 2025 with an assumed expedited timeline on the Special Use Permit from the Angeles National Forest, and using a more conservative timeline for the approval of the Special Use Permit will push the completion date to October 2025. Program Manager EIMasri went on to say, SCE, unfortunately, did not provide their worst-case scenario.

Program Manager EIMasri reported on September 10, 2024, at 5:50pm, utility power was lost at site Frost Peak (FRP) due to the Bridge Fire, which took down SCE power poles, lines, and equipment. Program Manager EIMasri further reported this site is under the Antelope Valley Air Quality Management District, which does not have a 200-hour limit for generator runtime. Program Manager EIMasri went on to say LA-RICS is tracking the generator runtime and will be reporting the final generator runtime to the district. Program Manager EIMasri shared SCE's latest update projected power restoration by October 7, 2024. Program Manager EIMasri expressed a site walk was held the previous day with the insurance contractor who would start work on Friday of that week on making some corrections before Mountain High Resort closes the site access road, and depending on weather conditions, Mountain High Resort may close the road anytime in November 2024. Program Manager EIMasri further expressed a professional team would visit the site the following week for tower assessment on any damage and report conditions of the tower and equipment. Program Manager EIMasri went on to say LA-RICS is aware of visual damage to the lightning rod and is unsure if it was radiating heat that melted the lightning rod or if it was ice damage from the previous storms.

Program Manager EIMasri stated all LA-RICS site shelter door locks are being rekeyed by LASD facilities. Program Manager EIMasri further stated, regarding the County of LA tower demolition at site CPK, bids are complete, and the lowest qualified bidder was confirmed. Program Manager EIMasri went on to say an NTP will be issued to the lowest qualified bidder shortly after Board approval. Program Manager EIMasri reported, regarding the stationary backup generator at site MCI



(Saddle Peak), on July 10, 2024, LA-RICS issued a Purchase Order through County of LA ISD to Cummins for the generator, fuel tank and automatic transfer switch (ATS), and on September 4, 2024, Cummins submitted the revised submittal package. Program Manager EIMasri went on to say equipment is anticipated to be delivered before May 2025.

Program Manager EIMasri shared the replacement of the underperforming HVAC system began, and the newly installed equipment is being reviewed. Regarding preventative maintenance activities, Program Manager EIMasri further shared annual LARTCS and ACVRS RF preventative maintenance activities started on June 20, 2024, and will conclude on October 16, 2024. Program Manager EIMasri went on to say only three (3) sites remain to be visited by MSI, and, in addition, MSI is planning to complete all other site preventive maintenance activities by October 15th, 2024, which includes service for stationary site generators, DC power plants, fire suppression systems, fuel polishing, fuel calibration, HVAC and weed abatement.

Board Member Chief Wiese asked if the generator at site FRP can support power. Program Manager EIMasri stated site FRP has a three thousand eight hundred (3,800) gallon fuel tank, and MSI performed generator maintenance the previous week as preventative maintenance is performed after every 500 hours of usage; therefore, the generator is able to support the site.

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

D. Joint Operations and Technical Committee Chair’s Report – Operations Lead Lieutenant Robert Weber

Operations Lead Lt. Robert Weber greeted the Board and presented Agenda Item D.

Operations Lead Lt. Weber reported he chaired two (2) Joint Committee meetings; the first meeting was held on August 20, 2024, at approximately 1:34pm; the second meeting was held on September 17, 2024. Operations Lead Lt. Weber further reported the August meeting was called to order; quorum was reached; minutes were approved; there was no public comment. Operations Lead Lt. Weber went on to say an update on the LMR system was provided by Program Manager EIMasri; an update on Interoperability was given by himself. Operations Lead Lt. Weber mentioned LA-RICS is moving forward on all fronts as far as Interoperability and pushing to get the Inter Subsystem Interface (ISSI) connected between systems as they come online as well as shared IDs which he would cover in his Outreach report.

Operations Lead Lt. Weber shared an LMR system status report was provided by Technical Lead Ted Pao, and Operations Lead Lt. Weber gave an update on the



Ad Hoc Committee similar to the Interoperability status he provided. Operations Lead Lt. Weber further shared fruitful conversations were held which have been assisting LA-RICS in bringing the region together. Operations Lead Lt. Weber went on to say details were shared regarding the national Motorola Trunked Users Group (MTUG) conference he and Technical Lead Pao attended in Orlando, Florida, which he would cover in his Outreach report. Operations Lead Lt. Weber expressed it was an outstanding meeting that allowed them to interface with professionals across the country and to learn about how their systems operate and understanding best practices.

Operations Lead Lt. Weber reported an update on the International Federation of Association Football (FIFA) World Cup given by Captain Masis Sossikian from the City of Los Angeles World Airports (LAWA) was provided at both Ad Hoc Committee meetings, and Operations Lead Lt. Weber provided a similar update at the August Joint Committee meeting. Operations Lead Lt. Weber further reported the Rose Bowl was recently added as a venue leading up to the FIFA World Cup, and this heightens the need to bring the region together for Interoperability.

Operations Lead Lt. Weber shared the Joint Committee Meeting held on September 17, 2024, had similar status as far as general business matters; call to order was held; quorum was reached; meeting minutes were approved; there was no public comment; an update from the Jacobs Project Management team was provided; Operations Lead Lt. Weber shared the outreach and Ad Hoc Committee updates; Technical Lead Pao provided an update on the LMR system network operations. Operations Lead Lt. Weber further shared Interoperability efforts were discussed, and one impediment to Interoperability when it comes to shared IDs is radio and code plug programming and the need for funding to be provided for this for departments across the board. Operations Lead Lt. Weber went on to say the Joint Committee agreed to push for funding for this work effort, and LA-RICS also pushed for this funding in the Ad Hoc Committee meeting and in one of the UASI regional planning meetings.

Operations Lead Lt. Weber expressed a Fire After Action Report regarding the Bridge Fire was provided by Battalion Chief Todd Denerson, and Battalion Chief Denerson reported the fire did not affect the LMR system due to ground clearance. Operations Lead Lt. Weber further expressed LA-RICS continues to press forward towards Interoperability, and he hopes it will pick up speed.

Board Member Chief Scott Wiese mentioned he was at a meeting a few weeks ago regarding regional crime issues, and LASD personnel was present, and the discussion went to Interoperability between allied agencies and LASD in the event both are involved in an operation, which is a typical topic of conversation, and the discussion went to LASD conventional systems, which he believes are the dispatch channels, having connectivity issues. Board Member Wiese further mentioned the deputies he is referring to are deputies in the City of Pico Rivera, City of Norwalk,



and City of Whittier area. Operations Lead Weber asked if he was talking about interference, and Board Member Wiese's response was these LASD deputies were having a hard time communicating dispatch on their radios. Board Member Wiese stated some deputies know how to turn a radio on and off, and that is it. Board Member Wiese explained to the deputies the difference between the metro and LA-RICS channels, showed them the antenna on the side of their radios, and provided a tutorial, however, LASD deputies stated they were on their dispatch channel to try to talk to and request for help and backup assistance, and it was not working.

Board Member Wiese shared LASD deputies further stated when they were on the metro channel, LTAC, that is digital, the connection was clear, and they could hear dispatch and provide backup support. Board Member Wiese further shared many deputies were frustrated, because on the conventional channels, dispatch said they were unable to hear the deputies and would tell them to try again, and the deputies eventually just clicked over to the metro channel, called the watch deputy, and said they were unable to get through on dispatch, and they needed to request for help on the metro channel.

Operations Lead Lt. Weber expressed the communications center is aware of some issues with LA-RICS' legacy channels, and they are addressing those issues. Operations Lead Lt. Weber further expressed he is not aware of deputies not being able to get through, however, there are a lot of issues with the region being an urban area and the fact this was legacy equipment. Operations Lead Lt. Weber went on to say many parts of it have been updated to try and address those issues as much as possible, and LA-RICS is working to connect the trunked system in. Operations Lead Lt. Weber stated the larger answer is there is a bigger technology issue at play regarding the LASD CAT system which needs updating.

Operations Lead Lt. Weber shared LA-RICS is pressing forward with every bit of might they have to resolve these issues, as these are big pieces of the puzzle that need to be taken care of prior to moving to an all-trunked system. Operations Lead Lt. Weber further shared all of the pieces of the puzzle have to be put together and in place due to the large size of the County, and the way LA-RICS dispatches is very unique, and there are a lot of benefits to being de-centralized, however, it is not an "off the shelf" type of system that is simply a plug and play system.

Operations Lead Lt. Weber went on to say LA-RICS is working in conjunction with the LASD Bureau of Communications and Fleet Management to connect the trunked system in and testing to see if the trunked system can be connected permanently. Operations Lead Lt. Weber mentioned there have been technology issues regarding doing these across the board, but there are some areas such as in the Lake Los Angeles area where analog and trunked system are connected together, which LA-RICS is making deputies aware of. Operations Lead Lt. Weber further mentioned there are issues with the busy tone which deputies need to be trained on, however, LA-RICS has had success with this, and recently, LA-RICS



has been performing some critical testing with a few more channels that have similar issues. Operations Lead Lt. Weber clarified not all dispatch channels are experiencing issues, but there are a few of them that are challenging, and LA-RICS is in the process of testing whether to see if the trunked system can assist with resolving these issues as what is being done in the Lake Los Angeles area for a year if not more, to ensure coverage.

Operations Lead Lt. Weber mentioned, unfortunately, a few years ago, LASD lost a deputy in that area, and although communication was not a main factor, it was still a factor. Operations Lead Lt. Weber further mentioned LA-RICS is aware of these issues and is pressing forward for resolution. Operations Lead Lt. Weber stated if he could have LASD on the trunked system right now, he would, however, there are a lot of issues that need to be resolved.

Board Member Wiese mentioned he channeled his best “Rob Weber” in the meeting, and the deputies understood most of what he was trying to explain. Board Member Wiese further mentioned he had similar problems with the City of Monterey Park Sheriff’s Department when they switched to digital P25 years ago. Board Member Wiese expressed the reason he was bringing up the topic in the meeting was because, inevitably, these operational issues will become political issues and many deputies do not like change and do not like the way things are. Board Member Wiese expressed if the unions are annoyed too much or believe there is a perceived officer safety issue, then they will go public with it, especially during an election year. Board Member Wiese further expressed this was something he wanted to bring to the group’s attention, because the last thing anyone wants is a TV commercial suggesting the County does not care about people’s lives. Board Member Wiese suggested outreach to be done at LASD stations regarding this.

Executive Director Edson expressed appreciation to Board Member Wiese in explaining the difference between the old legacy system and the LA-RICS system, and he further expressed Alternate Board Chair Acting Commander Sum, who is the Commander of the LASD Bureau of Communications and Fleet Management implemented a ticket submittal program. Alternate Board Chair Acting Commander Sum confirmed this and stated an email would be sent to deputies reminding them there is a method they can use when experiencing issues with the system, regardless of which system it is.

Board Member Chief Wiese mentioned he explained to deputies the difference between the legacy and LA-RICS system and how it is a slow roll out of the LA-RICS system and cannot be turned on by a simple flick of a switch. Board Member Chief Wiese explained further deputies need training on radio usage as they tend to forget about the channels since they do not switch channels often.

Operations Lead Lt. Weber stated he and Lieutenant Marshall Yelverton, who is the acting captain of the LASD Bureau of Communications and Fleet Management, are



in constant contact with each other regarding ongoing issues, and to simplify and ease this transition, a new zone was set up with old legacy dispatches and new channels in both written and video forms, and every station received a briefing before the transitions. Operations Lead Lt. Weber further stated he was in contact with the County of Ventura leadership regarding their new trunked system, and although they struggled with connecting with the trunked system, they are satisfied and are keeping the Very High Frequency (VHF) system they have due to the remote areas in that region.

Alternate Board Chair Acting Commander Sum thanked Operations Lead Lt. Weber for sharing updates on this and stated more outreach efforts will be taken. Board Member Chief Wiese mentioned he had to remind his chiefs they're unable to locate a working channel because their agencies have not updated their code plugs or added regional channels, and it is going to require some form of programming capability to do this. Operations Lead Lt. Weber stated he and Sergeant Alvaro Sierra would continue their outreach efforts. Executive Director Edson expressed there is a Standard Operating Procedure (SOP), and LA-RICS received a lot of input from outside agencies, and it has been required that all regionals are programmed in to follow the SOP. Executive Director Edson further expressed the next steps would be training and exercises to prepare for the upcoming events in the region.

Alternate Member Deputy Fire Chief Inman stated speaking of fire and interoperability, is there was any update on the City of Los Angeles Fire Department, and Operations Lead Lt. Weber responded outreach efforts continue, and he has been in contact with Michael Horst who is in Florida assisting with the hurricanes but will continue to work with him to ensure interoperability is achieved.

This concluded the report on Agenda Item D by Operations Lead Lt. Weber.

E. Finance Committee Chair's Report – None

VII. DISCUSSION ITEMS (F – G)

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

Technical Lead Ted Pao greeted the Board and presented Agenda Item F.

Technical Lead Pao reported during August and September, the network operated without service-affecting incidents, even during the Bridge fire which came dangerously close to site FRP. Technical Lead Pao further reported the fire burned near three (3) sites: Pine Mountain (PMT), Johnston Peak (JPK2) and East Sunset Ridge (ESR) as they were closer to the fire's origin; however, when the wind picked up on September 10, 2024, the fire spread and reached FRP by the afternoon.



Technical Lead Pao shared, in terms of site security, LA-RICS is currently working on the replacement of all door locks at LA-RICS shelters, and, additionally, the team is finalizing equipment for the door access and video surveillance systems at the remote sites. Technical Lead Pao further shared the new door access system will provide more flexibility, allowing LA-RICS to assign unique codes or card access for individuals, and access can be customized for single or multiple visits and be restricted by day or time if necessary. Technical Lead Pao went on to say a log of anyone who enters the shelter will be kept, and the upgraded camera system will complement this by providing remote verification of who enters. Technical Lead Pao mentioned the upgraded camera system will assist in monitoring environmental conditions such as winter storms, wildfires, and any potential security breaches.

Technical Lead Pao shared photos from a camera near site FRP of the progression of the Bridge Fire, and the photos showed the brush clearance around the site kept the fire twenty (20) to thirty (30) feet away from the site, and the only evidence of a fire onsite was ash that accumulated in the generator and fuel tank area. Technical Lead Pao also shared a photo of the remote fuel monitoring data which showed that on September 12, 2024, eighty-five percent (85%) of fuel, or three thousand eight hundred and seven (3,807) gallons of fuel were in the tank. Technical Lead Pao stated LA-RICS has been tracking the fuel burn rate, which is about one percent (1%) per day, and on that day, the fuel level was in the low sixty (60) percent range, and there would be no issue with fuel consumption until October 7, 2024, when the next site visit is scheduled.

Board Member Wiese inquired if the trees survived due to a water air drop. Alternate Member Deputy Fire Chief Inman responded the trees survived due to vegetation management.

Technical Lead Pao expressed the LMR network statistics for August and September remained consistent across both months, and he would present alternate statistics between August and September to avoid repeating similar information.

Technical Lead Pao presented the Narrowband Mobile Data Network (NMDN) message count for August, in which the peak day of the month was August 6, 2024 at ten thousand nine hundred and twenty-four (10,924) and with the lowest count on August 26, 2024, at seven thousand one hundred and four (7,104) messages; inbound messages had a daily average of four thousand one hundred and eighty-four (4,184) with peak days at four thousand eight hundred and eighteen (4,818) and a low of two thousand nine hundred and sixty-eight (2,968).

Technical Led shared the running tally of NMDN messages for the year in which both inbound and outbound message counts increased through July; there was a slight drop in August and another slight drop in September, bucking the slight month-to-month increase in the prior months. Executive Director Edson mentioned,



as a reminder to the Board, NMDN is the system that LACoFD and other fire agencies subscribe to, and the messaging from their CAT system uses the same infrastructure as the LMR system, therefore, there is good coverage but at slower speeds, and it benefits them not fighting fires when they are away from cell towers. Executive Director Edson further mentioned LACoFD has AT&T FirstNet and Verizon Wireless as part of their fire equipment as an additional source.

Alternate Board Member Deputy Fire Chief Inman expressed the Talkgroups work well. Board Member Chief Wiese asked if the California Department of Forestry and Fire Protection has access to these Talkgroups or is it just LACoFD. Alternate Board Member Deputy Fire Chief Inman said

Technical Lead Pao shared the Analog Conventional Voice Radio Subsystem (ACVRS) talk time in minutes which totaled thirty-four thousand six hundred and seventy-one (34,671) minutes for each cell in September.

Technical Lead Pao further shared statistics for all analog conventional channels, including the Los Angeles Regional Tactical Conventional Subsystem (LARTCS) channels in which the total talk time was forty-two thousand and twenty-one (42,021) minutes; September statistics were slightly lower at thirty-nine thousand three hundred and sixty-six (39,366) minutes.

Technical Lead Pao shared the total Push-To-Talk (PTT) counts for September, which totaled eight hundred sixteen thousand two hundred and two (816,202) for all conventional channels, including the LARTCS channels; August was slightly lower at eight hundred seventy-nine thousand seven hundred and sixty-four (879,764).

Technical Lead Pao presented the statistics for DTVRS usage which showed the average calls in a 24-hour period of each day of the week; statistics showed Wednesdays through Fridays were the most active days, with Mondays, Tuesdays, and Sundays being slightly less active. Technical Lead Pao expressed this was keeping the trend for previous months' statistics; the next statistics would be for DTVRS usage in September, and Technical Lead Pao mentioned the differences between the Sunday to Tuesday trends.

Technical Lead Pao shared September statistics for DTVRS usage which showed call counts were more evenly distributed; statistics for busy hours throughout the day were also presented, indicating 9:00 a.m. to 9:00 p.m. were the busiest hours, while 4:00 a.m. and 5:00 a.m. were the quietest hours.

Technical Lead Pao shared the top fifteen (15) DTVRS cell usage in minutes, with the Downtown cells being the busiest; the total for September were four hundred thirty-one thousand eight hundred and thirty-three (431,833) minutes; August statistics showed four hundred fifty-two thousand three hundred and fifty-three



(452,353) minutes; the trunked system used about ten times more minutes, whereas the analog subsystem used about forty thousand (40,000) minutes.

Technical Lead Pao presented the top fifteen (15) cells on the number of calls each cell processed during August, which highlighted the Downtown cells as the most active followed by the Downtown 700 and South 700 cells.

Technical Lead Pao shared statistics for the total call counts for September, which totaled two million five hundred seventy-eight thousand two hundred and eighty-five (2,578,285) calls.

Technical Lead Pao presented the total minutes used by agencies, in which LASD Talkgroups accumulated about three hundred thirty-five thousand and sixty-seven (335,067) minutes followed by the LACoFD Talkgroup with seventy-three thousand six hundred and forty-seven (73,647) minutes and the City of Inglewood Police Department (IGPD) with over twenty-six thousand and seven hundred (26,700) minutes.

This concluded the update on Agenda Item F. There was no further discussion.

G. Outreach Update – Lieutenant Robert Weber

Operations Lead Lieutenant (Lt.) Robert Weber greeted Board members and referenced the detailed Outreach Summary document for the months of August and September included in the Agenda Packet for review and information.

Operations Lead Lt. Weber shared during the months of August and September, the Authority staff continued with subscriber and affiliate outreach efforts, and efforts regarding the LASD contract city are also continuing. Operations Lead Lt. Weber further shared Sergeant Alvaro Sierra onboarded several cities and assisted several other cities with the LASD training and background process. Operations Lead Lt. Weber went on to say LA-RICS' affiliate radio ID efforts with the Interagency Communications Interoperability (ICI) system are ongoing, and the City of Torrance Police Department (Torrance PD) was successfully onboarded to the system. Operations Lead Lt. Weber reported LA-RICS is working with the City of Santa Monica Police Department with onboarding soon.

Operations Lead Lt. Weber shared a success story after onboarding Torrance PD in which a search warrant was in process in the City of Lawndale; the suspect ran from the target location the search warrant was being served at, and the suspect was located and arrested quickly as Torrance PD had direct communications with the LASD deputies in the South Los Angeles Sheriff's Station, who assisted them. Operations Lead Lt. Weber expressed having shared IDs was outstanding as the agencies were able to communicate effectively, and this was a success story as far as Interoperability.



Operations Lead Lt. Weber reported the Authority staff continues to work closely with the LASD Bureau of Communications and Fleet Management regarding overall regional Interoperability and communications which involves testing, training, and connecting dispatch channels to see what can be done until LA-RICS is completely on the trunked system.

Operations Lead Lt. Weber further reported the Authority staff facilitated and attended several Interoperability meetings that include Ad Hoc and Joint Committee meetings. Operations Lead Lt. Weber went on to say the Authority staff also attended the convention for the Association of Public-Safety Communications Officials (APCO) and the national Motorola Trunked Users Group (MTUG) convention in Florida. Operations Lead Lt. Weber expressed these meetings were informative and provided opportunities for collaboration with industry leaders across the nation. Regarding the MTUG convention, Operations Lead Lt. Weber expressed a wealth of knowledge was shared via overall interaction of other system users of technology MSI is developing.

Operations Lead Lt. Weber reported the Ad Hoc meetings were moving forward, and recently, one of the Interoperability obstacles discussed was programming. Operations Lead Lt. Weber further reported the idea of pursuing grant funding to assist with this obstacle was proposed to the Ad Hoc Committee, and all agreed with this proposition. Operations Lead Lt. Weber went on to say the Authority staff continues coordination with the City of Los Angeles Police Department (LAPD) communications managers, and efforts towards Interoperability are ongoing. Operations Lead Lt. Weber mentioned the Authority staff continues coordination with the Metropolitan Transportation Authority (MTA) regarding Interoperability in the region.

Operations Lead Lt. Weber expressed during September, the staff was involved in several critical efforts to inspect and maintain the LA-RICS sites; the Bridge Fire threatened both LA-RICS' equipment and several County of LA communities. Operations Lead Weber further expressed he was pleased to report, due to ground clearance and outstanding efforts by LACoFD, LA-RICS sites did not suffer major damage, and it was important to note the critical communications were maintained during this incident as LASD deputies in the Wrightwood community evacuated residents. Operations Lead Lt. Weber went on to say communication was maintained due to being on LA-RICS infrastructure; the prior infrastructure did not have generator power, and a significant portion of communication would have been lost making for a dire situation. Operations Lead Lt. Weber mentioned instances like this make the effort and funding into LA-RICS worth it.

Operations Lead Lt. Weber stated the Authority staff continues coordination with the City of Palos Verdes Estates Police Department, City of Claremont Police Department, University of California, Los Angeles Police Department, El Rancho



Unified School District Police Department, California State Parks, United States Marshals Service, Bureau of Alcohol, Tobacco, and Firearms (ATF) and several County of LA departments. Operations Lead Lt. Weber further stated the Authority staff continues to work closely with these agencies as well as state and federal partners to ensure their needs are met.

This concluded the update on Agenda Item G. There was no further discussion.

VIII. ADMINISTRATIVE MATTERS (H – L)

H. 2025 SCHEDULE OF LA-RICS BOARD MEETINGS

Executive Director Edson asked the Board to review the 2025 Schedule of LA-RICS Board Meetings and approve the schedule providing there are no issues.

Board Member Josh Nelson commented the second Thursday of the month is when the City of Industry Council meetings are held, therefore, he will likely miss some Board meetings.

Board Member Chief Wiese motioned first, seconded by Alternate Board Member Browne.

AYES (7): Inman, Sum, Tadeo, Browne, Wiese, Nelson, Coatney.

MOTION APPROVED.

I. APPROVE LMR AMENDMENT NO. 122 (UNILATERAL AMENDMENT NO. 34) AND AMENDMENT NO. 123 TO AGREEMENT NO. LA-RICS 007

Executive Director Edson expressed a lot of effort and hard work was put into negotiating these agreements with MSI and ISD; this was a monumental achievement, and he would provide highlights of this achievement.

Executive Director Edson further expressed Agenda Item I requests the Board to approve and make the following findings which include the CEQA findings described in the Board Letter, approve six (6) years of LMR system maintenance, and Amendment No. 122 which is a unilateral amendment which reflects the following: exercise the first 1-Year Unilateral Option Term for Phase 5 (LMR System Maintenance inclusive of preventative and corrective maintenance, system enhancements, support services, etc. for the LMR system for three million, three hundred seventy thousand nine hundred and fifteen (\$3,370,915) dollars commencing on November 17, 2024 and concluding on November 16, 2025.



Executive Director Edson went on to say the reason this amendment is a unilateral is due to the fifteen (15) year contract for maintenance which was signed in 2013, therefore, every year, LA-RICS will continue to execute this portion of the contract and issue a Unilateral Amendment. Executive Director Edson reported Amendment No. 122 also involves the removal of the Software Maintenance cost of the first one-year Option Term in the amount of six hundred forty thousand one hundred and seventy-five (\$640,175) as such scope will be covered under the LMR System SUA, delegate authority to the Executive Director to amend Amendment No. 122 in substantially similar form to the enclosed Amendment (Enclosure 2) and issue six (6) NTPs for this work, which will be issued annually as the budget allows, delegate authority to the Executive Director to exercise subsequent Phase 5 (LMR System Maintenance) Option Terms by way of amendment, provided such amendments are approved by Counsel to the Authority as to form and such costs are within the annual adopted LA-RICS Operating Budgets and issue one or more NTPs for such Option Terms as may be needed.

Executive Director Edson asked the Board to approve six (6) years of the SUA and Amendment No. 123 to reflect the following: incorporate into the Agreement an SUA for the LMR System for a five (5) year term for a total amount of twenty-four million three hundred fourteen thousand one hundred and seven (\$24,314,107) dollars with a first-year amount of three million six hundred thirteen thousand five hundred and twenty-three (\$3,613,523) commencing on November 17, 2024 and concluding on November 16, 2030, include costs for certain interconnections funded by the UASI grant to further Interoperability efforts in the region in the amount of one million seven hundred forty thousand (\$1,740,000) dollars, remove the Software Maintenance costs for option years two (2) and six (6) in the amount of two million four hundred thousand six hundred fifty-five (\$2,400,655) dollars as such scope is covered under the LMR System SUA, increase the Maximum Contract Sum by twenty-one million, nine hundred thirteen thousand, five hundred forty-two (\$21,913,542) to reflect the inclusion of the six (6) year LMR System SUA and the UASI-funded interconnection costs, less the Software Maintenance costs, delegate authority to the Executive Director to negotiate, finalize, and execute Amendment No. 123 in substantially similar form to the enclosed Amendment (Enclosure 3) and issue six (6) NTPs for this work, one for each year following budget appropriation for a total not-to-exceed amount of twenty-four million three hundred fourteen thousand one hundred and seven (\$24,314,107) dollars.

Executive Director Edson reported, regarding fiscal impact, Amendment No. 122 and Amendment No. 123 will be funded in its first year by a combination of fiscal



grants, subscriber agreement revenue and other financing options in accordance with the adopted Fiscal Year 2024-2025 operating budget. Executive Director Edson further reported the Phase 5 (LMR System Maintenance) and LMR System SUA were presented to the Board in two separate amendments in accordance with the contractual provisions set forth in the Agreement. Executive Director Edson went on to say the Phase 5 (LMR System Maintenance) scope and cost formed part of the original Agreement, where it was stipulated such Option Terms would be exercised unilaterally, in the Authority's sole discretion. Executive Director Edson mentioned since the LMR System SUA scope and cost are being introduced into the Agreement mutually, it is reflected as a mutually agreed upon amendment.

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

Alternate Board Chair Acting Commander Sum asked for a motion to approve. Board Member Chief Wiese motioned first, seconded by Board Member Nelson.

AYES (7): Inman, Sum, Tadeo, Browne, Wiese, Nelson, Coatney.

MOTION APPROVED.

J. APPROVE AN AGREEMENT FOR TOWER DEMOLITION AND REMOVAL SERVICES AT THE LA-RICS CASTRO PEAK (CPK)

LA-RICS Technical Team Member Nancy Yang greeted the Board and presented Agenda Item J.

LA-RICS Technical Team Member Yang reported Agenda Item J requests the Board to approve an agreement for tower demolition and removal services at the Castro Peak (CPK) site and delegate authority to the Executive Director to execute an Agreement for a total contract amount of one hundred forty-four thousand (\$144,000) dollars, which would be funded by the UASI 2023 grant and the California State Budget Act fund of 2022 contained in the LA-RICS Adopted Fiscal Year 2024-25 Operating Budget.

LA-RICS Technical Team Member Yang expressed the Board make certain CEQA findings as noted in the Board Letter; approve entering into an agreement with Diversified Communications Services, LLC for tower demolition and removal services at site CPK, in substantially similar form to the enclosure to the Board Letter, for a total contract amount of one hundred forty-four thousand (\$144,000) dollars; delegate authority to the Executive Director to execute the Agreement substantially similar in form to the enclosure attached to the Board Letter, to approve and execute amendment 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, and to issue Notices to Proceed for work contemplated in the Agreement. LA-RICS Technical Team Member Yang stated, as Director Edson mentioned in the Director's Report, removal of the existing tower at CPK was a condition in the planning permit that allowed construction of the new LA-RICS LMR tower at site CPK, and the existing tower needs to be removed in eight (8) months after antennas and lines have been migrated from the existing tower to the new LA-RICS LMR tower, and that work has completed.

LA-RICS Technical Team Member Yang summarized the contracting process; on April 18, 2024, the Authority released an Invitation For Bid (IFB) for tower demolition and removal at site CPK; on May 20, 2024, a mandatory bidders' conference was held; on May 21 2024, a mandatory bidders site walk took place in Malibu, CA; on August 19, 2024, four (4) bids were received, and the Authority Subject Matter Experts reviewed the bid submitted by Diversified Communications Services, LLC, and determined them to be the lowest-priced and responsible bidder. LA-RICS Technical Team Member Yang mentioned no protests were received in response to the IFB, and the Authority staff recommends entering into an Agreement with Diversified Communications Services, LLC.

Board Member Chief Wiese asked if Diversified Communications Services, LLC, was the same contractor who did the tower removal at site Tower Peak (TWR). LA-RICS Technical Team Member Yang responded no, and Program Manager EIMasri mentioned the contractor, Metrocell Construction, who performed the tower removal at TWR missed the bidding deadline.

Alternate Board Acting Commander Sum asked for a motion to approve. Board Member Captain Inman motioned first, seconded by Alternate Board Member Inman.

AYES (7): Inman, Sum, Tadeo, Browne, Wiese, Nelson, Coatney.

MOTION APPROVED.

L. APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COUNTY OF LOS ANGELES INTERNAL SERVICES DEPARTMENT (ISD) FOR FACILITIES MAINTENANCE AND ANCILLARY SERVICES

Deputy Executive Director Ron Watson greeted the Board and presented Agenda Item L.

Deputy Executive Director Watson requested the Board to approve and make the following findings: make those certain CEQA findings described in the Board Letter, approve an MOUR between ISD and the Authority, similar in form to the MOU enclosed in the agenda to allow ISD to provide Facilities Maintenance and Ancillary



Services that are necessary for the continued operations and maintenance of the LMR system beyond the Warranty Period, and the term of the MOU will be for a period of six (6) years commencing on November 17, 2024, and concluding on November 16, 2030, approve a total annual not-to-exceed amount of seven million two hundred and two thousand (\$7,202,000) dollars made up of four million nine hundred and twenty (\$4,920,000) dollars for base scope of work and two million two hundred eighty-two thousand (\$2,282,000) dollars for potential as-needed work, for a total aggregate not-to-exceed amount of forty-three million two hundred and twelve thousand (\$43,212,000) dollars for the entire six (6) year term, delegate authority to the Executive Director to negotiate, finalize, and execute the MOU, delegate authority to the Executive Director to approve and execute amendments to the MOU, provided any such amendments are approved as to form by Counsel.

In regard to the fiscal impact, Executive Deputy Director Watson shared the annual not-to-exceed amount of seven million two hundred and two thousand (\$7,202,000) will be funded by State Budget Act funds of 2022, Subscriber Agreement Revenue, and other financing options in accordance with the LA-RICS Adopted Fiscal Year 2024-25 Operating Budget, and the total aggregate not-to-exceed amount of forty-three million two hundred and twelve thousand (\$43,212,000) dollars will be addressed in each fiscal years' budget process.

Executive Deputy Director Watson reported the work required to maintain the LMR system in its entirety is divided into three (3) Agreements: 1. Year 1 (Phase 5 – LMR System Maintenance) with MSI, 2. LMR System SUA with MSI, and 3. Facilities Maintenance and Ancillary Services with ISD.

Executive Deputy Director Watson further reported ISD Facility and Ancillary Services would include, but not limited to the below services:

- Critical and overall facilities maintenance
- Network Operations Center (NOC) alarm monitoring
- Certain telecommunications work/services
- Engineering support
- Permitting
- Regulatory compliance
- Engineering site inspections and assessments
- Engineering documentation updates, etc.
- Emergency site restoration services
- Generator refueling
- Generator preventative maintenance
- Generator deployment
- Pest control



- Weed abatement
- Tree trimming
- Electrical work
- Fire suppression inspections
- HVAC services
- Fence repair
- Rust removal
- Certain road maintenance services
- Shelter repairs/weather proofing
- Building craft support services, etc.

Executive Deputy Director Watson expressed, at present, these services are provided by Jacobs Project Management, MSI, MSI subcontractors, and various County of Los Angeles departments, etc., and ISD has been providing services during emergent situations where LA-RICS primary vendors could not deliver. Deputy Executive Director Watson further expressed ISD, its support staff, and contractors have extensive experience and familiarity with the LMR System and its corresponding sites as well as managing countywide telecommunications system.

Deputy Executive Director Watson went on to say ISD has cost-competitive pricing, and the rates utilized to price the Scope of Work captured in the MOU are based on the County of Los Angeles' approved billing rates, which can be found at the link in the Board Letter. Executive Deputy Director Watson shared the rates range from approximately fourteen thousand (\$14,000) dollars (Monthly) for a Line Crew Worker to twenty-five thousand (\$25,000) dollars (Monthly) for an Information Technology Specialist.

Board Member Chief Wiese asked if County of LA ISD would take over the services after the current contractors were phased out of the project. Executive Director Edson stated MSI will perform O&M, MSI will provide SUA services and County of LA ISD will perform certain other services with Jacobs Project Management team phasing out, and if there are specific services ISD and MSI are unable to perform, LA-RICS may seek out a third-party vendor. Executive Director Edson further stated LA-RICS would work with Counsel to determine the legal process for working with a third-party vendor.

Board Member Chief Wiese asked if County of LA ISD has the infrastructure to manage this work, or will they have a division that deals with LA-RICS exclusively given the importance of the system. Executive Director Edson stated County of LA ISD has an organizational chart that is supportive of the way LA-RICS does business, and County of LA ISD does this on a smaller scale with their existing system. Executive Director Edson further stated they will increase their staff to accommodate LA-RICS. Executive Director Edson went on to say LA-RICS met



with County of LA ISD leadership offline over the years to discuss prioritizing LA-RICS to be prepared for this effort. Executive Director Edson expressed County of LA ISD was responsive and competitive with negotiations, and LA-RICS is confident they have the proper priorities and people in place.

Technical Lead Pao mentioned a service level agreement with County of LA ISD will be established to ensure they provide the services LA-RICS needs.

Alternate Board Chair Acting Commander Sum asked for a motion to approve. Board Member Nelson motioned first, seconded by Board Member Chief Wiese.

AYES (7): Inman, Sum, Tadeo, Browne, Wiese, Nelson, Coatney.

MOTION APPROVED.

IX. MISCELLANEOUS – NONE

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

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Alternate Board Chair Acting Commander Sum for the record said he wanted to send best wishes to Chief Brian Yanagi who is currently on Leave and thank him for his dedicated services to LA-RICS during his time as the Board Chair.

Alternate Board Chair Acting Commander Sum stated the next Regular Board Meeting would be held on Thursday, November 7, 2024, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), ELAC Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

Alternate Board Chair Acting Commander Sum called for a motion to adjourn the Regular Meeting at 10:20 a.m. Alternate Board Member Inman made a motion.

Los Angeles Regional Interoperable Communications System



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., Brandow & Johnston

Monthly Report No. 149

November 7, 2024

Submitted October 31, 2024

Reporting Period: 09/21/24 – 10/20/24

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AGENDA ITEM C

GENERAL UPDATES

Operations/Governance

- LA-RICS Operations holds regular meetings to focus on the following:
 1. Manage network migration for onboarding new entities as well as third party colocation requests
 2. Develop and Implement Policies as determined by the operations contributors.
 3. Discuss network Incident trends and maintenance needs
 4. Permit Compliance
 5. Asset Management
 6. Site access road maintenance and repairs
 7. Procurement of services for maintenance and construction

LMR UPDATES

Site/Civil

- BUR1 and GRM are still running on roll-up diesel generators.
 - **GRM** - State Parks confirmed the scope of replacing the single utility pole that will feed power to the LA-RICS site is included in a broader easement agreement for the LADWP utility poles upgrade project at Topanga Park. LADWP will perform their work under their agreement with State Parks. Therefore, LADWP does not need to be included in LA-RICS' ROE. LA-RICS submitted their own ROE for trenching from the LA-RICS site to the location of the utility pole. Also, weed abatement scope was included in the ROE. ROE is pending State Parks approval.
 - **BUR1** – LA-RICS is making corrections to the CAD files as part of the application for power distribution requested by SCE. SCE's overall remote grid project has been delayed to mid to late 2025.
- **MCI** - Brandow & Johnston Engineers is finishing the design package for the generator replacement and additional ATS unit. On July 10, 2024, LA-RICS issued a Purchase Order through ISD to Cummins for the generator, ATS, and remote fill station. Once the design is complete, LA-RICS will procure a vendor to perform the installation. The generator order is in progress and is estimated to be shipped in April 2025.
- **CPK (LA County Tower Demolition)** - Special Use Permit for tower demolition was executed. An NTP was issued to Diversified Construction & Engineering Group, Inc. LA-RICS is working with ISD to ensure microwave dishes are "turned off" to ensure crane instrument safety. The anticipated completion date for this is November 30, 2024.

Warranty Services / Maintenance Oversight

- All preventative maintenance services are complete except for two (2) sites that require fuel polishing. This work will be complete by mid-November 2024.
- Jacobs Project Management hired a subcontractor to perform comprehensive tower surveys per TIA standards and produce an audit report to confirm any difficult to discern installations that are non-compliant for high-risk towers prior to close of Warranty.
- **PMT** – New HVAC units are now installed.
- **FRP Ice and Fire Damage**: The insurance company is repairing ice damage on the ground, and MSI is performing the ice and fire damage to the tower. The anticipated completion date for the ground repair and most of the tower repair is November 15, 2024. Some tower repairs may not be complete before November 15, 2024, due to supply lead time on parts.
- **HPK**: LA-RICS is working with MSI to perform repairs of ice damage on the generator casing.

LMR System Maintenance Plan

- MSI formally submitted their proposed LMR System Maintenance Plan which will cover the Authority's requirement of fifteen (15) years of maintenance services. The Authority will approve each year of the warranty plan through a unilateral option.
- The LMR System Maintenance Plan is approved.



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

November 7, 2024

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

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

MUNICIPALITY	MEETING DATE
SoCal APCO Convention meeting	October 1, 2024
CISA - Cyber Task Force Workshop	October 1, 2024
LA28 Panel Discussion (USC)	October 2, 2024
LA-RICS Board of Directors Meeting	October 3, 2024
SoCal Motorola Trunked User Group	October 7, 2024
Paramedic System Meeting	October 15, 2024
World Cup Emergency Communications Planning Meeting	October 17, 2024
Los Angeles City and Long Beach City Kick-Off Meeting	October 22, 2024
Claremont Police Department coordination	October 23, 2024
Palos Verdes Estates Police Department coordination	October 29, 2024
UCLA Police Department coordination	October 31, 2024

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

AGENDA ITEM G

During the month of October, the Authority staff continued with our Subscriber and Affiliate outreach efforts. Our efforts regarding the County of Los Angeles (County) Sheriff's Department (LASD) Contract Cities are ongoing. We met with members of the Interagency Communications Interoperability (ICI) System regarding our affiliate radio ID efforts. We are continuing to plan for connections with ICI agencies. The Authority staff assisted with the regional civil disorder training conducted at the Long Beach Convention Center on October 23, 2024. We were able to connect several different systems together including agencies throughout Los Angeles and Orange Counties. Authority staff continue to work closely with the Sheriff's Department's Communications and Fleet Management Bureau (CFMB) and the Emergency Operations Bureau regarding overall regional interoperability.

The Authority Staff attended several planning and interoperability meetings in the month of October. Staff members attended the Southern California APCO convention in Garden Grove, California and the Motorola Trunked User Group forum in Glendale, California. Sergeant Sierra attended the CISA Cyber Task Force Workshop in Tustin, California. Staff members also attended the LA28 Panel Discussion held at the University of Southern California and the virtual World Cup Emergency Communications planning meeting. These meetings were very informative with many opportunities for collaboration with industry leaders. Authority staff continued our coordination between the City of Los Angeles (City) Police Department (LAPD) communications managers and the LASD Communications Managers. These communications channels have been very helpful in our interoperability efforts.

During the month of October, the Authority Staff continued with several critical efforts to inspect and maintain our communications sites after the Bridge Fire. The staff has also been planning for the pending move of our office space to the Suite 200 space at our Corporate Place Headquarters.

Authority Staff continued our coordination with Palos Verdes Estates Police Department, the City of Claremont Police Department, the UCLA Police Department, and several other agencies. Authority staff will work closely with these agencies to ensure their needs are met.

Authority staff members have continued close contact with our State and Federal partners to ensure interoperability during major events and to continue collaboration on regional public safety communication.

RJW:mbc



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SCOTT EDSON
EXECUTIVE DIRECTOR

November 7, 2024

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

Dear Directors:

ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON

At your meeting of August 1, 2024, the Executive Director informed the Board that he would be placing on this month's agenda a notice for the elections of a Chair and Vice-Chair of the JPA.

As required in the JPA Agreement under Article 3, Section 1.01, the Board shall elect a Chairperson and Vice-Chairperson from among the Directors. The Chairperson shall sign all contracts on behalf of the Authority (unless delegated to the Executive Director), and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson can sign contracts (unless delegated to the Executive Director) and perform all of the Chairperson's duties. Your Board should consider and vote on nominations for a Chairperson and Vice-Chairperson.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is written over a light blue horizontal line.

SCOTT EDSON
EXECUTIVE DIRECTOR

MBC

c: Counsel to the Authority

AGENDA ITEM H



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

November 7, 2024

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

Dear Directors:

DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 34 TO THE PROJECT AND CONSTRUCTION MANAGEMENT SERVICES AGREEMENT

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 34 with Jacobs Project Management Co. (Jacobs) to exercise the second one-year option term through December 31, 2025 to allow Jacobs to continue providing project management services for the Land Mobile Radio (LMR) System to complete certain projects and closeout activities as the Authority transitions from the LMR Warranty Period to LMR Maintenance. This action will not increase the not-to-exceed contract amount as the term extension will be funded by the previously approved contract budget.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve Amendment No. 34 to the Agreement, in substantially similar form to the Enclosure, to exercise the second one-year option term of the Agreement allowing Jacobs to complete its scope as the LMR Project Manager through December 31, 2025, which will not increase the not-to-exceed contract amount.
2. Delegate authority to the Executive Director to execute Amendment No. 34, in substantially similar form, to the enclosed Amendment (Enclosure).
3. Allow for the issuance of one or more Notices to Proceed for the work contemplated in Amendment No. 34.

AGENDA ITEM I

4. Delegate authority to the Executive Director to approve and execute amendments to reallocate phase budget amounts from one phase budget to another phase budget provided such reallocations do not increase the not-to-exceed contract amount and are approved as to form by Counsel to the Authority.

BACKGROUND

On November 3, 2022, your Board approved Amendment No. 32 to the Jacobs Agreement to which increased the budget by \$8,426,378 in order to allow for the continuance of project management services for the LMR Project through December 31, 2024, in order to assist the Authority in achieving Final LMR System Acceptance, successfully clear the Warranty Period, and participate in project close out activities, as detailed in their contract.

On November 2, 2023, your Board approved Amendment No. 33 to the Jacobs Agreement to exercise the first one-year option term plus an additional forty-four (44) days to continue providing project management services for the LMR project up to December 31, 2024. Under the first one-year option term, Jacobs was responsible for successfully overseeing, managing, and monitoring MSI's performance during the Warranty Period to ensure all contractual obligations were completed in accordance with the LMR Agreement, identify maintenance gaps/solutions, assist with the development of scopes of work/procurement efforts for maintenance work needed during the Warranty Period, asset management oversight, etc., and participate in project close out activities. With the approval of Amendment No. 33, two (2) one-year option terms remained on the Jacobs Agreement should the Authority elect to exercise them.

As the Warranty Period concludes on November 16, 2024, under the LMR Agreement with MSI, and the LMR Project transitions to LMR System Maintenance, it is necessary to extend the term of the Jacobs Agreement to ensure the project management activities that Jacobs is contractually obligated to perform are completed, which include, but are not limited to, permanent power solutions, permanent generator installation, tower demolition work, as well as completion of certain specification work that was not completed during the Warranty Period.

Should your Board approve exercising of the second option year, the not-to-exceed amount will not increase beyond the current maximum contract sum, as there is balance remaining within the allocation to pay for the second option years' work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Executive Director to execute Amendment No. 34 to exercise the second one-year option term of the

Agreement which will extend the term through December 31, 2025, to allow Jacobs to continue performing requisite project management activities.

FISCAL IMPACT/FINANCING

Amendment No. 34 will result in a no cost increase to the not-to-exceed contract amount for the reasons stated herein. There is no additional fiscal impact with the recommended actions as the Maximum Contract Sum for the Jacobs Agreement was already included in the LA-RICS Fiscal Year 24-25 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

**AMENDMENT NUMBER THIRTY-FOUR
TO
AGREEMENT FOR CONSULTANT SERVICES**

RECITALS

This Amendment Number Thirty-Four ("Amendment No. 34") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of November ____, 2024, based on the following recitals:

WHEREAS, Authority and Consultant have entered into that certain Agreement for Consultant Services, dated as of March 29, 2012 (together with all attachments and appendices thereto, all as amended prior to the date hereof, the "Agreement").

WHEREAS, since the execution of the this Agreement, the Agreement has been previously mutually amended pursuant to Amendment No. 1 through Amendment No. 33.

WHEREAS, the Authority and Consultant desire to further amend the Agreement to (a) revise Section 10 (Term and Termination) of the Agreement to exercise the second one-year option term to extend the term of the Agreement to allow the Consultant to continue providing project management services for the Land Mobile Radio (LMR) Project through December 31, 2025, with no increase to the maximum not-to-exceed amount; (b) update Attachment B (Rate Schedule); update Attachment D (Administration of Agreement); and (c) make other certain changes as set forth in Amendment No. 34.

WHEREAS, this Amendment No. 34 is authorized under Paragraph 40 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 34, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References

Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 34. Unless otherwise noted, section references in this Amendment No. 34 refer to sections of the body of the Agreement, as amended by this Amendment No. 34.

2. Consultant's Staff

The parties agree and acknowledge that while the Consultant retains the current Deputy Program Manager (Eric Steinberger), a best effort will be made to make this employee available for no less than forty (40) hours per month through June 30, 2025.

3. Amendments to Agreement

3.1 Section 10.1, within Section 10 (Term and Termination) of the Agreement, is deleted in its entirety and is replaced by the following:

10.1 The term of this Agreement shall commence on the date first set forth above and shall continue until the LMR System Contractor achieves "Final LMR System Acceptance" under, and as defined in, the LMR System Contract.

- a. Pursuant to Amendment No. 33, the first one-year option term, plus an additional forty-four (44) days, has been exercised and will commence on November 18, 2023, and conclude on December 31, 2024.
- b. Pursuant to Amendment No. 34, the second one-year option term has been exercised and will commence on January 1, 2025, and conclude on December 31, 2025.
- c. At the Authority's sole option, the term of this Agreement may be extended for one (1) additional one-year option period following December 31, 2025, which option the Director may exercise by providing written notification to the Consultant at any time prior to the expiration of the then-current term of this Agreement.

2.2 Section 33 (Notices) of the Agreement, is deleted in its entirety and replaced by the following:

33. Notices

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

AUTHORITY

Scott Edson
Executive Director
LA-RICS Project Team
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Phone: (323) 881-8290
Email: Scott.Edson@LA-RICS.org

CONSULTANT

David Roberts
Jacobs Project Management Co.
3161 Michelson Drive, Suite 500
Irvine, CA 92612
Phone: (415) 613-9004
Email: David.Roberts@jacobs.com

3. Amendments to Attachments
 - 3.1 Attachment B (Rate Schedule) to the Agreement is hereby deleted in its entirety and is replaced by Attachment B (Rate Schedule), dated October 2024, attached to this Amendment No. 34 and incorporated herein by this reference, which reflects changes in staffing.
 - 3.2 Attachment D (Administration of Agreement) to the Agreement is hereby deleted in its entirety and is replaced by Attachment D (Administration of Agreement), dated October 2024, attached to this Amendment No. 34 and incorporated herein by this reference, which reflects changes in staffing.
4. This Amendment No. 34 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 4.1 An authorized officer of Consultant has executed this Amendment No. 34;
 - 4.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 34, if required;
 - 4.3 Los Angeles County Counsel has approved this Amendment No. 34 as to form; and
 - 4.4 The Executive Director of the Authority has executed this Amendment No. 34.
5. Except as expressly provided in this Amendment No. 34, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Consultant and the person executing this Amendment No. 34 on behalf of Consultant represent and warrant that the person executing this Amendment No. 34 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 34, and that all requirements of Consultant to provide such actual authority have been fulfilled.

7. This Amendment No. 34 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
8. This Amendment No. 34 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 34 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

JACOBS PROJECT MANAGEMENT CO.

By: _____

Scott Edson
Executive Director

By: _____

Issam Khalaf
Vice President
West Division PMCM

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

DAWYN R. HARRISON
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

ATTACHMENT B
RATE SCHEDULE

Los Angeles Regional Interoperable Communications Systems
(LA-RICS) – Rate/Position Schedule: October 2024

Position	Name	Rate
Program Director	Vacant	\$196
Program Manager	Riad El Masri	\$196
Deputy Program Manager	Eric Steinberger	\$186
Senior Project Manager – Construction	Vacant	\$180
Senior Project Manager – Environmental	Vacant	\$180
Senior Project Manager –Technology	Vacant	\$180
Senior Project Manager –Technology	Vacant	\$180
Senior Project Manager –Technology	Dana Gower	\$180
Document Control	Vacant	\$72
Administration	Vacant	\$60
Project Manager – Entitlements	Vacant	\$174
Project Manager – Implementation	Vacant	\$160
Change Management Lead	Marissa Bosque	\$92
Environmental Lead	Carl Rykaczewski	\$174
Environmental Lead	Vacant	\$174
Environmental Subject Matter Expert	Vacant	\$174
Environmental Subject Matter Expert	Vacant	\$174
Environmental Subject Matter Expert	Vacant	\$174
Environmental Monitor	Field MMRP Staff	\$124
Senior Specialist	Brenda Weith	\$164
Senior Specialist	David Charlton	\$164
Senior Specialist	Vacant	\$164
Specialist	Tiffany Nguyen	\$142
GIS/Graphics Specialist	Andy Priest	\$142
GIS/Graphics Specialist	Vacant	\$142
Technical Editor	Linda St. John	\$109
System Design – Backbone Network	Vacant	\$169
System Design – RF Network	Justin Compito	\$169
Supply and Staging – Site Equipment	Vacant	\$174
Team Leader – P.E. Technology	Evan Qiuxingyu	\$169
Team Leader – P.E. Construction	Richard Gutierrez	\$169
Electrical Engineer	Michael Molinari	\$120
Structural Engineer	Brandi Barlett	\$144
Project Engineer Field Team – Technology	Vacant	\$164
Project Engineer Field Team – Site/Civil	Vacant	\$164
Project Engineer Field Team – Site/Civil	Vacant	\$164
Project Engineer Field Team – Site/Civil	Vacant	\$164
Contract Administration – Internal	Vacant	\$174
Community Outreach Support	Vacant	\$213
Site Access/Zoning	Vacant	\$120

Position	Name	Rate
Scheduling	Vacant	\$155
Program Controls Manager	Vacant	\$180
System Manager – LMR	Vacant	\$174
System Manager – LTE	Vacant	\$174
Construction Manager – Site/Civil	Vacant	\$164
Environmental Subcontract	Vacant	\$213
Site Assessment	Vacant	\$155
Constructability/Design Review	Vacant	\$155
Scheduler Support	Vacant	\$142
Estimating	Robert Petri	\$155
Warranty Support	Vacant	\$174
Labor Compliance	Vacant	\$164
Grant Analyst	Vanessa Montes	\$86
Telecom Structural Engineer	TBD	\$213

**ATTACHMENT D
ADMINISTRATION OF AGREEMENT**

Authority's Representatives

▪ **Executive Director**

Scott Edson
LA-RICS Executive Director
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone No.: (323) 881-8281
Email: Scott.Edson@la-rics.org

▪ **Authority's Authorized Representative**

Ronald Watson
Deputy Executive Director
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone No.: (323) 881-8296
Email: Ronald.Watson@la-rics.org

Consultant Key Personnel

▪ **Consultant Program Director**

Vacant

▪ **Consultant Program Manager**

Riad El Masri
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Phone: 881-8183
Email: Riad.ElMasri@jacobs.com

▪ **Consultant Deputy Program Manager**

Eric Steinberger
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Phone: 881-8189
Email: Eric.Steinberger@jacobs.com



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SCOTT EDSON
EXECUTIVE DIRECTOR

November 7, 2024

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

Dear Directors:

APPROVE A SOLE SOURCE AGREEMENT WITH DPS TELECOM FOR A SECURITY SYSTEM FOR ALL LAND MOBILE RADIO (LMR) SYSTEM SITES

SUBJECT

Board approval is requested to delegate authority to the Executive Director to enter into a sole source agreement (Agreement) with DPS Telecom to install an access and control a video surveillance system (hereinafter, "Security System") for LMR System sites to, among other things, ensure sites are properly secured. The term of the Agreement will be for eight (8) months from the Effective Date of the Agreement with a not-to-exceed amount of \$1,443,616.

RECOMMENDED ACTIONS

1. Make the following findings:
 - a. Find that approval of a sole source agreement (Agreement) to install a Security System for the LMR System at twenty-six (26) sites identified in the enclosed California Environmental Quality Act (CEQA) Site List (**Enclosure 1**) are (a) within the scope of the Final Environmental Impact Report (EIR) prepared for the LA-RICS LMR System, which was previously certified by your Board under CEQA on March 29, 2016; (b) that the environmental findings and Mitigation Monitoring Program previously adopted by your Board are applicable to the currently recommended actions; and (c) there are no changes to the project at these sites or to the circumstances under which the project is undertaken that require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects.

AGENDA ITEM J

- b. Find the approval of an Agreement to install a Security System for the LMR System at twenty-three (23) sites identified in the enclosed CEQA Site List **(Enclosure 1)** are within the scope of the design, construction, implementation, operation and maintenance activities for the LMR System previously authorized at these sites, which your Board previously found statutorily exempt from review under CEQA on November 13, 2014, February 5, 2015, December 17, 2015 and December 12, 2016, respectively, pursuant to Public Resources Code Section 21080.25, the exemption adopted specifically for the LA-RICS project.
 - c. Find the approval of the Agreement to install a Security System for the LMR System at four (4) sites identified in the enclosed CEQA Site List **(Enclosure 1)** are within the scope of the activities previously authorized at these sites on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, which your Board previously found categorically exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and/or 15304 for the reasons as noted in the record of the project.
 - d. Find that approval of the Agreement to install a Security System for the LMR System at one (1) site Industry Water Tank (INDWT) identified in the enclosed CEQA Site List **(Enclosure 1)** is consistent with the activities analyzed in the Mitigated Negative Declaration (MND) for the INDWT project, which was previously adopted by your Board under CEQA on July 31, 2018, and there have been no changes to the activities proposed at the site, or to the circumstances under which these activities will be undertaken, that would result in any new significant or more severe environmental impacts.
2. Approve an Agreement between DPS Telecom and the Authority, similar in form to the enclosed **(Enclosure 2)**, to allow DPS Telecom to provide the necessary equipment, installation, configuration and training, for a Security System at various LMR System sites that would integrate into the existing infrastructure of the LMR System for a total not-to-exceed amount of \$1,443,616, for an eight (8) month Agreement term.
3. Delegate authority to the Executive Director to negotiate, finalize, and execute the Agreement in substantially similar form to the enclosed Agreement **(Enclosure 2)**.
4. Delegate authority to the Executive Director to approve and execute amendments to the Agreement, provided any such amendments are approved as to form by Counsel to the Authority.

BACKGROUND

As your Board is aware, the LMR System is comprised of a number of sites located throughout the County of Los Angeles, with certain sites located in remote areas. At present, the sites are monitored strictly from an alarming perspective contained within the Site Monitoring and Management System (SMMS), developed by DPS Telecom, which forms part of the LMR System network infrastructure. While the SMMS monitors and manages certain environmental, equipment, and basic security alarms; the SMMS and by extension the LMR System, lacks a proper surveillance security system, meaning the LMR System is unable to, among other things, remotely manage access to the LMR Sites, which is necessary to ensure and maintain physical security of the LMR System.

As DPS Telecom has already developed the SMMS for the LMR System, the most practical solution is to have DPS Telecom develop and install the surveillance security system and seamlessly integrating it with the existing DPS software and hardware to further enhance the Authority's ability to manage the security of the LMR System sites. DPS Telecom proposed equipment and services would provide dedicated video surveillance, remote site access control by way of proxy card readers, electronically operated door hands, door sensors, and motion sensors at each of the LMR System sites.

On May 2, 2024, your Board delegated authority to the Executive Director to enter into negotiations for a sole source agreement with DPS Telecom for a Security System for the LMR System sites. Authority staff and DPS Telecom have negotiated a sole source agreement, substantially similar to Enclosure 2, which includes a comprehensive scope of work that takes into consideration specific site plans and locations including those sites in remote areas. DPS and the Authority will work closely to schedule work around difficult to reach sites or during times of inclement weather, in order to complete work related to the Security System within the eight (8) month term of the Agreement.

It is for these reasons the Authority is seeking your Board's approval to authorize the Executive Director to execute a sole source agreement with DPS Telecom to provide the necessary equipment and installation services for a Security System for the LMR System.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Agreement with DPS Telecom to provide the necessary equipment, installation, and necessary services for a Security System to secure LMR System Sites in the not-to-exceed amount of \$1,443,616 for an eight (8) month term.

CONTRACTING PROCESS

As the Authority has adopted the County of Los Angeles' procure mode, pursuant to the Board of Supervisors Board Policy No. 5.100 (Sole Source Contracts and Amendments), on May 2, 2024, the Authority notified your Board of the Executive Director's intent to enter into negotiations for a sole source agreement with DPS Telecom for a Security System for the LMR System sites. What is before your Board for consideration is the result of successful negotiations with DPS Telecom.

ENVIRONMENTAL DOCUMENTATION

The environmental impacts of the LMR project at the twenty-six (26) sites identified in the enclosed CEQA Site List (**Enclosure 1**) and contemplated in the Agreement for a Security System for the LMR System were evaluated in the EIR prepared by the Authority for the LMR System. On March 29, 2016, your Board certified the Final EIR for the LMR System in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) as a condition of approval for the project. The currently recommended actions related to these sites are within the scope of the impacts analyzed in the previously certified Final EIR and the Board's previous environmental findings, and adoption of the MMP are applicable to the current recommendations. There have been no changes to the impacts analyzed or to the circumstances under which the project is undertaken for these LMR System sites that would require revisions to the previous EIR due to new significant effects or a substantial increase in the severity of previously identified significant effects pursuant to Public Resources Code section 21166 or CEQA Guidelines sections 15162 and 15163. The previously adopted MMP will continue to apply.

Additionally, as the CEQA lead agency, the Authority previously determined on November 13, 2014, February 5, 2015, on December 17, 2015 and December 12, 2016, respectively in connection with twenty-three (23) sites identified in the enclosed CEQA Site List (**Enclosure 1**) that design, construction, implementation, operation, and maintenance of LMR System infrastructure at these sites are exempt from review under CEQA pursuant to Public Resources Code Section 21080.25, the statutory CEQA exemption adopted specifically for the LA-RICS, which exempts these activities as long as they meet certain criteria set forth in the exemption. Approval of the currently recommended actions for the Agreement related to the twenty-three (23) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are 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 the approval of the currently recommended action to enter into an eight (8) month term for an Agreement for a Security System for the LMR System for these twenty-three (23) sites identified in the enclosed CEQA Site List (**Enclosure 1**).

Also, as the CEQA lead agency, the Authority previously determined on July 11, 2019, December 12, 2016 and August 5, 2021, respectively, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) and contemplated in the Facilities Maintenance and Ancillary Services are exempt from review under CEQA pursuant to 14 Cal. Regs (“CEQA Guidelines”) Sections 15301, 15302, 15303 and/or 15304, for the reasons as noted in the record of the project for each respective site, which exempts activities that (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographic features, involving negligible or no expansion of existing or former use (Guideline § 15301), (2) consists of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3) consist of construction and location of limited numbers 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 (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). Approval of the currently recommended action to enter into an Agreement for a Security System for the LMR System, the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**) are 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 is the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the approval of the recommended action to enter into an eight (8) month term for Agreement for a security system for the LMR System for the four (4) sites identified in the enclosed CEQA Site List (**Enclosure 1**).

The environmental impacts of the LMR System at one (1) INDWT site were evaluated in the MND for the INDWT project prepared by the Authority. On July 31, 2018, your Board adopted the MND for the INDWT project in compliance with CEQA, made findings with respect to the environmental impacts of the project, and adopted the Mitigation Monitoring Program (MMP) for the INDWT project as a condition of approval for the project. There have been no changes to the activities proposed at site INDWT, or to the circumstances under which they will be undertaken, that would result in any new significant or more severe environmental impacts. The previously adopted MMP will continue to apply. Therefore, no further CEQA documentation is required in connection with the recommended action recommended action to enter into an eight (8) month term for a Security System for the LMR System at the INDWT site.

Upon the Board's approval of the recommended actions for a sole source agreement with DPS Telecom for the aforementioned services, the Authority will file a Notice of Determination (NOD) for the twenty-six (26) sites identified in the enclosed CEQA Site

List (**Enclosure 1**) with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 21152(a) of the California Public Resources Code and Section 15094 of the State CEQA Guidelines; will file a NOD for one (1) site INDWT with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 21152(a) of the California Public Resources Code and Section 15075 of the State CEQA Guidelines; and lastly will file a Notice of Exemption (NOE) for the twenty-seven (27) sites identified in the enclosed CEQA Site List (**Enclosure 1**) with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

FISCAL IMPACT/FINANCING

The total not-to-exceed amount \$1,443,616 will be funded by State Budget Act funds of 2022 in accordance with the LA-RICS Adopted Fiscal Year 2024-25 Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

cc: Counsel to the Authority

**SITE LIST FOR A SECURITY SYSTEM AGREEMENT
WITH DPS TELECOM**

ITEM	SITE ID	SITE NAME	CEQA STATUS	DATE
ENVIRONMENTAL IMPACT REPORT (EIR)				
1	AGH	Agoura Hills	EIR - NOD	03/29/16
2	BJM	Black Jack Peak	EIR - NOD	03/29/16
3	BUR1	Burnt Peak	EIR - NOD	03/29/16
4	CPK	Castro Peak	EIR - NOD	03/29/16
5	DPK	Dakin Peak	EIR - NOD	03/29/16
6	FRP	Frost Peak	EIR - NOD	03/29/16
7	GMT	Grass Mountain	EIR - NOD	03/29/16
8	GRM	Green Mountain	EIR - NOD	03/29/16
9	JPK2	Johnstone Peak	EIR - NOD	03/29/16
10	LACF072	Los Angeles County Fire Station 72	EIR - NOD	03/29/16
11	LPC	Loop Canyon	EIR - NOD	03/29/16
12	MMC	Mount McDill	EIR - NOD	03/29/16
13	MML	Magic Mountain Link	EIR - NOD	03/29/16
14	MTL2	Mount Lukens 2	EIR - NOD	03/29/16
15	OAT	Oat Mountain	EIR - NOD	03/29/16
16	PHN	Puente Hills	EIR - NOD	03/29/16
17	PMT	Pine Mountain	EIR - NOD	03/29/16
18	RIH	Rio Hondo	EIR - NOD	03/29/16
19	SDW	San Dimas	EIR - NOD	03/29/16
20	SGH	Signal Hill	EIR - NOD	03/29/16
21	TOP	Topanga Peak	EIR - NOD	03/29/16
22	TPK	Tejon Peak	EIR - NOD	03/29/16
23	TWR	Tower Peak	EIR - NOD	03/29/16
24	VPK	Verdugo Peak (County)	EIR - NOD	03/29/16
25	WMP	Whitaker Middle Peak	EIR - NOD	03/29/16
26	WTR	Whitaker Ridge	EIR - NOD	03/29/16
STATUTORILY EXEMPT (STATEX)				
1	APC	Airport Courthouse	STATEX - NOE	02/05/15
2	BHS	Baldwin Hills County	STATEX - NOE	12/12/16
3	BKK	BKK Landfill	STATEX - NOE	12/12/16
4	BMT	Bald Mountain	STATEX - NOE	11/13/14
5	CCB	Compton Court Building	STATEX - NOE	11/13/14
6	CCT	Criminal Court Building	STATEX - NOE	12/17/15
7	CRN	Cerro Negro	STATEX - NOE	12/17/15
8	DPW38	Los Angeles County DPW Water Tank	STATEX - NOE	12/12/16
9	HPK	Hauser Peak	STATEX - NOE	11/13/14
10	LACFDEL	Los Angeles County Fire Del Valle	STATEX - NOE	11/13/14
11	LASDTEM	Los Angeles County Sheriff Temple Station	STATEX - NOE	12/17/15
12	LDWP243	Aqueduct Cascades	STATEX - NOE	11/13/14
13	MDI	Mount Disappointment	STATEX - NOE	02/05/15

**SITE LIST FOR A SECURITY SYSTEM AGREEMENT
WITH DPS TELECOM**

ITEM	SITE ID	SITE NAME	CEQA STATUS	DATE
14	MIR	Mirador	STATEX - NOE	12/17/15
15	MLM	Mira Loma Facility	STATEX - NOE	11/13/14
16	MVS	Monte Vista	STATEX - NOE	11/13/14
17	ONK	Oat Mountain Nike	STATEX - NOE	11/13/14
18	PLM	Palmdale	STATEX - NOE	12/17/15
19	POM	Pomona Courthouse	STATEX - NOE	12/12/16
20	PRG	Portal Ridge	STATEX - NOE	02/05/15
21	RHT	Rolling Hills Transmit	STATEX - NOE	11/13/14
22	SPH	San Pedro Hill County	STATEX - NOE	12/12/16
23	UCLA	UCLA (Factor Building)	STATEX - NOE	12/12/16
CATEGORICALLY EXEMPT (CATEX)				
1	ESR	East Sunset Ridge	CATEX - NOE	07/11/19
2	RPVT	Rancho Palos Verdes Tee	CATEX - NOE	07/11/19
3	UNIV	Universal Studios (Inclusive of UNIV 10UCP and CityWalk)	CATEX - NOE	12/12/16
4	MCI/SPN	MCI	CATEX - NOE	08/05/21
MITIGATED NEGATIVE DECLARATION (MND)				
1	INDWT	Industry Water Tank	MND - NOD	7/31//2018
54	TOTAL SITE COUNT			



LA-RICS

CONTRACT NO. LA-RICS 022

BY AND BETWEEN

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

AND

DPS TELECOM

FOR

**SECURITY SYSTEM AND INSTALLATION SERVICES
FOR THE LAND MOBILE RADIO (LMR) SYSTEM**

AGENDA ITEM J - ENCLOSURE 2

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CONTRACT EXHIBITS

EXHIBIT A SCOPE OF WORK

- ✓ Attachment 1 – LMR System Site Scope
- ✓ Attachment 2 – Hardware/Software Specifications

EXHIBIT B SCHEDULE OF PRICES

EXHIBIT C AUTHORITY'S ADMINISTRATION

EXHIBIT D CONTRACTOR'S ADMINISTRATION

EXHIBIT E SAFELY SURRENDERED BABY LAW

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

AND

DPS TELECOM

FOR

**SECURITY SYSTEM AND INSTALLATION SERVICES
FOR THE LAND MOBILE RADIO (LMR) SYSTEM**

This Contract and Exhibits made and entered into on _____ (Effective Date) by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority, hereinafter referred to as "Authority" and DPS Telecom, hereinafter referred to as "Contractor". The Authority and the Contractor are each a "Party" and collectively the "Parties" to this Contract.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing security and building access solutions and has already provided the Site Monitoring and Management System (SMMS) Subsystem, which forms part of the LMR System, which monitors and manages environmental, equipment, and basic security alarms at every LMR System Site.

WHEREAS, the LMR System SMMS provided by the Contractor does not include surveillance security, the ability to remotely manage site access, electronically operated door hands, door sensors, and motion sensors at the LMR System Sites.

WHEREAS, Contractor desires to provide, and the Authority desires to acquire from Contractor, security system and installation services at various LMR System Sites as described in Exhibit A (Scope of Work).

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

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

1. APPLICABLE DOCUMENTS

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

Exhibit A Scope of Work

- ✓ Attachment 1 – LMR System Site Scope
- ✓ Attachment 2 – Hardware/Software Specifications

Exhibit B Schedule of Prices

Exhibit C Authority's Administration

Exhibit D Contractor's Administration

Exhibit E Safely Surrendered Baby Law

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

2. DEFINITIONS

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

- 2.1 "Acceptance of the Project" means LA-RICS Board of Directors or the Authority's Executive Director's acceptance of the work.
- 2.2 "Authority" means the Los Angeles Regional Interoperable Communications System Authority, which is a California Joint Powers Authority established under California Government Code Section 6500, et. seq. consisting of

representatives from cities, municipalities, the County of Los Angeles and other public agencies in the Los Angeles region.

- 2.3 "Authority Project Director" means the person designated by the Authority with authority on contractual or administrative matters relating to this Contract that cannot be resolved by the Authority's Project Manager.
- 2.4 "Authority Project Manager" means the person designated by the Authority's Project Director to manage the operations under this Contract.
- 2.5 "Award of Contract" means the date the LA-RICS Board of Directors awards the construction Contract to the Contractor.
- 2.6 "Awarding Entity/ Authority" means the Authority.
- 2.7 "Board of Directors" means the LA-RICS Authority Joint Powers Authority Board of Directors.
- 2.8 "Contract" means the agreement which has been executed by the Contractor and the Authority.
- 2.9 "Contract Analyst" mean the person designated by the Authority to manage and facilitate the administrative functions of the Contract.
- 2.10 "Contractor Project Director" means the individual designated by the Contractor with authority for Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager.
- 2.11 "Contractor Project Manager" means the individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.12 "Contractor" means the Prime Contractor awarded the Contract by the LA-RICS Board of Directors.
- 2.13 "County" means the County of Los Angeles, California.
- 2.14 "Day" means calendar day unless otherwise specified.
- 2.15 "Drawings" means the graphical and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.

- 2.16 "Executive Director" means the Executive Director of the Authority or his/her authorized representative.
- 2.17 "Inspection Notice" means a sequentially numbered written notice issued to the Contractor for the purpose of, but not limited to, the following:
- 1) Define items/installations that deviate from the Contract Documents and which payment may be withheld.
 - 2) Alert as to problem areas prior to issuing Noncompliance.
 - 3) Void previously issued Inspection or Noncompliance Notice when corrections have been made.
 - 4) Give notice of approval.
 - 5) Provide general project information.
 - 6) Define delinquent submittals.
 - 7) Advise Contractor of not complying with safety requirements.
- 2.18 "Owner" means the Authority.
- 2.19 "Noncompliance Notice" means a sequentially numbered written notice issued to the Contractor that defines materials, installations, and/or situations that do not comply with codes or the Contract Documents and which payment cannot be made. The statement "remove and replace" will be included when required.
- 2.20 "Notice to Proceed" means the date the Executive Director authorizes the Contractor to proceed with the Contract work.
- 2.21 "Project" is the total Work performed under the Contract Documents, and may be the whole or a part of such Work, and which may include work by the Authority or others.
- 2.22 "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the work, and performance of related services.
- 2.23 "Work" means the security system and installation services required by the Contract Documents, including but not limited to Exhibit A (Scope of Work), whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the

Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.

3. WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against the Authority.
- 3.3 The scope of work is outlined in Exhibit A (Scope of Work). In the event that any conflict or inconsistency between the Contract and Contractor's proposal are found, such conflict or inconsistency must be resolved by giving precedence first to the Contract and its attachments.
- 3.4 No work will commence on this project until a Notice to Proceed (NTP) is issued by the Authority. The Authority does not guarantee or promise that any work will be assigned to Contractor under this Contract until a written Notice to Proceed is issued by the Authority.
- 3.5 No additional work will be performed without an approved Change Order/Amendment pursuant to Section 8 (Amendments).
- 3.6 All additional work provided herein must commence on the specified date on the Change Order/Amendment. The Contractor must proceed diligently to complete said work within the time allotted.

4. TERM OF CONTRACT

- 4.1 The term of this Contract will be for a period of eight (8) months from the Effective Date, of which the work must be completed and accepted as completed the by the Authority within the Contract term, unless otherwise extended by the Authority in its sole discretion. The Contract will commence following the LA-RICS Joint Powers Authority (JPA) Board of Directors (Board) approval, award and execution of the Contract by both Parties.
- 4.2 The Authority will have the sole option to extend this Contract term for up to three (3) additional one (1) month-to-month extension options, for a maximum total Contract term of eleven (11) months. Each such option will be exercised at the sole discretion of the Authority Executive Director or its designee as authorized by the Board of Directors. The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including

determining whether a bidder is responsible for the purposes of a future Authority contract or extension option.

- 4.3 The Contractor must notify the Authority when this Contract is within one (1) month from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the Authority at the address herein provided in Exhibit C (Authority's Administration).

5. CONTRACT SUM

5.1 Total Contract Sum

5.1.1 In consideration of the performance by Contractor in a manner satisfactory to the Authority of the services described in Section 3 (Work) to this Contract, including receipt and acceptance of such work by the Executive Director, Authority agrees to pay Contractor a not to exceed amount of **\$1,443,615.74 (One Million Four Hundred Forty-Three Thousand, Six Hundred Fifteen Dollars, and Seventy-Four Cents)** pursuant to the Schedule of Prices attached to this Contract as Exhibit B (Schedule of Prices). The Authority does not guarantee any work or services of any specific monetary amount under this Contract.

5.1.2 The Executive Director, or their designee, may request approval or delegated authority from the LA-RICS Board of Directors to supplement the initial total contract amount by up to 10%. The Authority may increase the total contract amount by up to 10%, as approved by the Board. The Authority does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the Authority; nor does the Authority warranty or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the Authority's express prior written approval.

5.2 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor must send written notification to the Authority at the address herein provided in Exhibit C (Authority's Administration).

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the Authority only for providing the tasks, deliverables, goods, services, work hours and facility and other work specified in Exhibit A (Scope of Work) and elsewhere hereunder and provide information that describes the work performed. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the Authority under the terms of this Contract.

5.5.2 The Contractor's payments will be as provided in Exhibit B (Schedule of Prices) to this Contract, and the Contractor will be paid only for the tasks, deliverables, goods, services, work hours and facility and other work authorized in writing by way of issuance of a Notice to Proceed by the Authority. If the Authority does not approve work in writing, no payment will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the Authority by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

LA-RICS Authority
Attention: Fiscal
2525 Corporate Place, Suite 100
Monterey Park, CA 91754

5.5.5 **Authority Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the Authority's Project Manager prior to any payment thereof. In no event will the Authority be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

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

5.6.1 The Authority, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the Authority will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.6.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.6.4 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 Authority, will decide whether to approve exemption requests.

6. ADMINISTRATION OF CONTRACT – AUTHORITY

6.1 Authority Administration

A listing of all the Authority's Administration is referenced in the following Sections are designated in Exhibit C (Authority's Administration). The Authority will notify the Contractor in writing of any changes as they occur.

6.2 Authority's Project Director

Responsibilities of the Authority's Project Director include:

- Ensuring that the objectives of this Contract are met; and
- Providing direction to the Contractor in the areas relating to Authority policy, information requirements, and procedural requirements.

6.3 Authority's Project Manager

The responsibilities of the Authority's Project Manager include:

- Meeting with the Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The Authority's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the Authority in any respect whatsoever.

6.4 Authority's Contract Analyst

The role of the Authority's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The Authority's Contract Analyst reports to the Authority's Project Director.

7. ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit D (Contractor's Administration). The Contractor will notify the Authority in writing of any change as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). The Contractor must notify the Authority in writing of any change to Exhibit D (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and must coordinate with the Authority's Project Manager and the Authority's Contract Project Monitor on a regular basis.

- 7.2.3 The Contractor's Project Manager must have a minimum of five (5) years of experience providing security system installation services.

7.3 Approval of Contractor's Staff

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

7.4 Background and Security Investigations

- 7.4.1 In order to perform the services under this Contract at an LMR System Site without an Authority escort, background and security investigations of Contractor's staff will be required at the discretion of the Authority as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor.
- 7.4.2 In the event the Contractor's staff undergoes a background investigation, such background investigation must be to the satisfaction of the Authority. 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 will not be limited to criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.3 If a member of Contractor's staff does not pass the background investigation, the Authority may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The Authority will not provide to Contractor or to Contractor's staff any information obtained through the Authority's background investigation.
- 7.4.4 The Authority, in its sole discretion, may immediately deny or terminate access to a facility to any member of Contractor's staff that does not pass such investigation to the satisfaction of the Authority or whose background or conduct is incompatible with the Authority facility access.
- 7.4.5 These terms will also apply to subcontractors of Authority contractors.

- 7.4.6 Disqualification of any member of Contractor's staff pursuant to this Section 7.4 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor must maintain the confidentiality of all records and information (ex: proprietary information, software codes, trade secrets, confidential information, etc.), whether of 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, Authority policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor must indemnify, defend, and hold harmless Authority, its member agencies in the Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this Section, as determined by Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 7.5 will be conducted by Contractor and performed by counsel selected by Contractor and approved by Authority. Notwithstanding the preceding sentence, Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the Authority with a full and adequate defense, as determined by the Authority in its sole judgment, Authority will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by Authority in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of Authority without Authority's prior written approval.
- 7.5.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8. AMENDMENTS

- 8.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment must be prepared and executed by the Contractor and by the Authority's Executive Director.
- 8.2 The LA-RICS Board of Directors may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The Authority reserves the right to add and/or change such provisions as required by the Authority Board of Directors. To implement such changes, an Amendment and/or Change Order to the Contract must be prepared and executed by the Contractor and by the Authority's Executive Director.
- 8.3 The Authority's Executive Director or Board of Directors, may at his/her sole discretion, authorize extensions of time as defined in Section 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Executive Director.

9. ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 9.1 The Contractor must notify the Authority of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the Authority of pending acquisitions/mergers, then it should notify the Authority of the actual acquisitions/mergers as soon as the law allows and provide to the Authority the legal framework that restricted it from notifying the Authority prior to the actual acquisitions/mergers.
- 9.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of Authority, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Section, Authority consent will require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Authority to any approved delegate or assignee on any claim under this Contract will be deductible, at Authority's sole discretion, against the claims, which the Contractor may have against the Authority.
- 9.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever without the Authority's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, Authority will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

10. AUTHORIZATION WARRANTY

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

11. BUDGET REDUCTIONS

In the event that the Authority's Board of Directors adopts, in any fiscal year, an Authority Budget which provides for reductions with respect to the Authority contracts, and in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, and by extension the Authority Contracts, the Authority reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The Authority's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

12. COMPLIANCE WITH APPLICABLE LAWS

12.1 In the performance of this Contract, Contractor must 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 Contract are hereby incorporated herein by reference.

12.2 Contractor must indemnify, defend, and hold harmless Authority, its member agencies in the Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors 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 Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as

determined by the Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 12.2 will be conducted by Contractor and performed by counsel selected by Contractor and approved by the Authority. Notwithstanding the preceding sentence, the Authority will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the Authority with a full and adequate defense, as determined by the Authority in its sole judgment, the Authority will be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, and reimbursement from Contractor for all such costs and expenses incurred by the Authority in doing so. Contractor will 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 the Authority without the Authority's prior written approval.

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor 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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the Authority:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

14. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

14.1 Jury Service Program:

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

14.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the Authority's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or the Authority Contractor or a subcontract with a County or the 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 the Authority Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the Authority under the Contract, the Subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Section will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the Authority if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The Authority may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the Authority's satisfaction that the Contractor either continues to remain

outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

15. CONFLICT OF INTEREST

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

16. CONTRACTOR RESPONSIBILITY AND DEBARMENT

16.1 Responsible Contractor

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

16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Authority may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Authority contracts for a specified period of time, which generally will not exceed five years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the Authority.

16.3 Non-responsible Contractor

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

16.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Authority will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Authority will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

16.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of Authority Contractors.

17. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County, and by extension the Authority, places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all Authority and County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit E (Safely Surrendered Baby Law), in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

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

18. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

18.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

19. AUTHORITY'S QUALITY ASSURANCE PLAN

The Authority or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the Authority determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Directors and listed in the appropriate contractor performance database. The report to the Board of Directors will include improvement/corrective action measures taken by the Authority and the Contractor.

If improvement does not occur consistent with the corrective action measures, the Authority may terminate this Contract or impose other penalties as specified in this Contract.

20. DAMAGE TO AUTHORITY FACILITIES, BUILDINGS OR GROUNDS

20.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to Authority or its member agencies facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

20.2 If the Contractor fails to make timely repairs, Authority may make any necessary repairs. All costs incurred by Authority, as determined by Authority, for such repairs must be repaid by the Contractor by cash payment upon demand.

21. EMPLOYMENT ELIGIBILITY VERIFICATION

21.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

21.2 The Contractor must indemnify, defend, and hold harmless, the Authority, its member agencies in the Authority, directors, appointed officers, employees, agents, volunteers, trustees, site owners, site lessors and licensors from employer sanctions and any other liability which may be assessed against the Contractor or the Authority or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

22. COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The Authority and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 8 (Amendments) of this Contract and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

23. FAIR LABOR STANDARDS

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

24. FORCE MAJEURE

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

25. GOVERNING LAW, JURISDICTION, AND VENUE

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

26. INDEPENDENT CONTRACTOR STATUS

26.1 This Contract is by and between the Authority and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Authority and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

26.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The Authority will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

26.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the Authority. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

26.4 The Contractor must adhere to the provisions stated in Paragraph 7.5 (Confidentiality) of this Contract.

27. INDEMNIFICATION

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

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

28. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of Authority Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 28 (General Provisions for All Insurance Coverage) and 29 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The 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 Contract.

28.1 Evidence of Coverage and Notice to Authority

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

will be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements must be sent to:

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

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

28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, the Authority, its member agencies in the Authority, its directors, appointed officers, employees, agents, volunteers, trustees, and the site owner (collectively Authority and its Agents) must 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 Authority. Authority and its Agents additional insured status must 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 Authority. The full policy limits and scope of protection also must apply to the Authority and its Agents as an additional insured, even if they exceed the Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein. At the request of the Authority, Contractor must provide updated Certificate(s) of Insurance and/or additional insured endorsement(s) naming a specific Authority Indemnitee as described herein, within fourteen (14) day from the date of the request.

28.3 Cancellation of or Change in Insurance

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

28.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which the Authority immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The Authority, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the 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.

28.5 Insurer Financial Ratings

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

28.6 Contractor's Insurance Must Be Primary

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

28.7 Waivers of Subrogation

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

28.8 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide Authority with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying

each subcontractor complies with the Required Insurance provisions herein, and must require that each subcontractor name the Authority and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor must obtain Authority's prior review and approval of any subcontractor request for modification of the Required Insurance.

28.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the Authority to pay any portion of any Contractor deductible or SIR. The Authority retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the 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 must be executed by a corporate surety licensed to transact business in the State of California.

28.10 Claims Made Coverage

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

28.11 Application of Excess Liability Coverage

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

28.12 Separation of Insureds

All liability policies must 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.

28.13 Alternative Risk Financing Programs

The 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 Authority and its Agents must be designated as an Additional Covered Party under any approved program.

28.14 Authority Review and Approval of Insurance Requirements

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

29. INSURANCE COVERAGE

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

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

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

29.3 Workers Compensation and Employers' Liability

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Authority as the Alternate Employer. The written notice must be provided to Authority at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

29.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, 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.

30. LIQUIDATED DAMAGES

- 30.1 If, in the judgment of the Executive Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or their 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 Contractor'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 Contractor from the Authority, will be forwarded to the Contractor by the Executive Director, or their designee, in a written notice describing the reasons for said action.
- 30.2 If the Executive Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or their designee, deems are correctable by the Contractor over a certain time span, the Executive Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Executive Director, or their designee, may:
- (a) Deduct from the Contractor'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 Contractor 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) per day per infraction, and that the Contractor will be liable to the Authority for liquidated damages in said amount. Said amount will be deducted from the Authority's payment to the Contractor; and/or
 - (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the Authority may correct any and all deficiencies and the total costs incurred by the Authority for completion of the work by an alternate source, whether it be Authority forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the Authority, as determined by the Authority.

30.3 The action noted in this Paragraph must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the Authority cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

30.4 This Paragraph must not, in any manner, restrict or limit the Authority's right to damages for any breach of this Contract provided by law or as specified in Paragraph 30.2 above, and must not, in any manner, restrict or limit the Authority's right to terminate this Contract as agreed to herein.

31. MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract 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 Contract, then such lower prices must be immediately extended to the Authority.

32. NONDISCRIMINATION AND AFFIRMATIVE ACTION

32.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

32.2 Contractor certifies to the Authority each of the following:

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

32.3 The Contractor must 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 must 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.

- 32.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 32.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 32.6 The Contractor will allow Authority representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 32 when so requested by the Authority.
- 32.7 If the Authority finds that any provisions of this Paragraph 32 have been violated, such violation will constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract. While the Authority reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the Authority that the Contractor has violated the anti-discrimination provisions of this Contract.
- 32.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the Authority will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

33. NON EXCLUSIVITY

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

34. NOTICE OF DELAYS

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

35. NOTICE OF DISPUTES

The Contractor must bring to the attention of the Authority's Project Manager and/or Authority's Project Director any dispute between the Authority and the Contractor regarding the performance of services as stated in this Contract. If the Authority's Project Manager or Authority's Project Director is not able to resolve the dispute, the Executive Director, or their designee will resolve it.

36. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

37. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

38. NOTICES

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be electronically sent or hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (Authority's Administration) and Exhibit D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Director will

have the authority to issue all notices or demands required or permitted by the Authority under this Contract.

39. PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the Authority agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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.

40. PUBLIC RECORDS ACT

40.1 Any documents submitted by the Contractor; all information obtained in connection with the Authority's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 42 (Record Retention and Inspection/Audit Settlement) of this Contract become the exclusive property of the Authority. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq. \(Public Records Act\)](#) and which are marked "trade secret", "confidential", or "proprietary". The Authority will 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.

40.2 In the event the Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

41. PUBLICITY

41.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the Authority will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial

advertisements, press releases, feature articles, or other materials using the name of the Authority without the prior written consent of the Executive Director. The Authority will not unreasonably withhold written consent.

42. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

- 42.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the Authority will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 42.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 42 will constitute a material breach of this Contract upon which the Authority may terminate or suspend this Contract.
- 42.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the Authority conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the Authority's dollar liability for any such work is less than payments made by the Authority to the Contractor, then the difference must be either: a) repaid by the Contractor to the Authority by cash payment upon demand or b) at the sole option of the County's Auditor-

Controller, deducted from any amounts due to the Contractor from the Authority, whether under this Contract or otherwise. If such audit finds that the Authority's dollar liability for such work is more than the payments made by the Authority to the Contractor, then the difference will be paid to the Contractor by the Authority by cash payment, provided that in no event will the Authority's maximum obligation for this Contract exceed the funds appropriated by the Authority for the purpose of this Contract.

43. RECYCLED BOND PAPER

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

44. SUBCONTRACTING

44.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the Authority**. Any attempt by the Contractor to subcontract without the prior consent of the Authority may be deemed a material breach of this Contract.

44.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the Authority's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the Authority.

44.3 The Contractor must indemnify and hold the Authority harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

44.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the Authority's approval of the Contractor's proposed subcontract.

44.5 The Authority's consent to subcontract will not waive the Authority's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this Authority right.

44.6 The Authority's Executive Director is authorized to act for and on behalf of the Authority with respect to approval of any subcontract and Subcontractor

employees. After approval of the subcontract by the Authority, Contractor will forward a fully executed subcontract to the Authority for their files.

- 44.7 The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Authority's consent to subcontract.
- 44.8 The Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the Authority from each approved Subcontractor. The Contractor must ensure delivery of all such documents to the following before any Subcontractor employee may perform any work hereunder:

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 18 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) of this Contract, will constitute default under this Contract. Without limiting the rights and remedies available to the Authority under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the Authority may terminate this Contract pursuant to Paragraph 47 (Termination for Default) and pursue debarment of the Contractor of this Contract, pursuant to [County Code Chapter 2.202](#).

46. TERMINATION FOR CONVENIENCE

- 46.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Authority, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor 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 will be no less than ten (10) days after the notice is sent.
- 46.2 After receipt of a notice of termination and except as otherwise directed by the Authority, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 46.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 42 (Record Retention and Inspection/Audit Settlement).
- 46.4 Authority will not incur any liability to Contractor, other than payment for work already performed and approved by the Authority, up to the date of termination.

47. TERMINATION FOR DEFAULT

- 47.1 The Authority may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Executive Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Authority may authorize in writing) after receipt of written notice from the Authority specifying such failure.
- 47.2 In the event that the Authority terminates this Contract in whole or in part as provided in Paragraph 47.1, the Authority may procure, upon such terms and in such manner as the may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the Authority for any and all excess costs incurred by the Authority, as determined by the Authority, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.
- 47.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 47.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 47.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 47.4 If, after the Authority has given notice of termination under the provisions of this Paragraph, it is determined by the Authority that the Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph 47.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 46 (Termination for Convenience).
- 47.5 The rights and remedies of the Authority provided in this Paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

48. TERMINATION FOR IMPROPER CONSIDERATION

- 48.1 The Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Authority officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Authority will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 48.2 The Contractor must immediately report any attempt by a County or Authority officer or employee to solicit such improper consideration. The report must be made either to the County or Authority manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov>.
- 48.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

49. TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor will 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

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

51. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

52. VALIDITY

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

53. WAIVER

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

54. WARRANTY AGAINST CONTINGENT FEES

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

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

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

Contractor acknowledges that it will follow County's established 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](#).

56. 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 Paragraph 55 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Contract will constitute default under this Contract. Without limiting the rights and remedies available to the Authority under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which the Authority may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

57. TIME OFF FOR VOTING

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors must 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.

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking 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 or Authority will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County or Authority 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

59. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Paragraph of the Contract may constitute a material

breach of the Contract. In the event of such material breach, Authority may, in its sole discretion, terminate the Contract.

60. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the Authority takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the Authority strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the Authority's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

61. PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

62. INJURY AND ILLNESS PREVENTION PROGRAM

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

63. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

63.1 Contractor shall retain all copyright, patent, trade secret and other intellectual property rights Contractor may have in anything created or developed by Contractor for Authority under this Agreement. Subject to payment of all compensation due under this Agreement, Contractor grants Authority, a nonexclusive, perpetual, nontransferable, royalty-free license to use the Software.

- 63.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. The Authority will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 63.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the Authority as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 63.4 The Authority will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The Authority agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 63.5 Notwithstanding any other provision of this Contract, the Authority will not be obligated to the Contractor in any way under Paragraph 63.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends for any disclosure which the Authority is required to make under any state or federal law or order of court.

64. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to an Authority staff member or a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County, and by extension to the Authority.

65. SURVIVAL

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1	Applicable Documents
Paragraph 2	Definitions
Paragraph 3	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration/ Termination of Agreement
Paragraph 7.5	Confidentiality
Paragraph 8	Amendments
Paragraph 9	Assignment and Delegation/Mergers or Acquisitions
Paragraph 23	Fair Labor Standards
Paragraph 24	Force Majeure
Paragraph 25	Governing Law, Jurisdiction, and Venue
Paragraph 27	Indemnification
Paragraph 28	General Provisions for all Insurance Coverage
Paragraph 29	Insurance Coverage
Paragraph 30	Liquidated Damages
Paragraph 38	Notices
Paragraph 42	Record Retention and Inspection/Audit Settlement
Paragraph 46	Termination for Convenience
Paragraph 47	Termination for Default
Paragraph 52	Validity
Paragraph 53	Waiver
Paragraph 61	Prohibition from Participation in Future Solicitation(s)
Paragraph 63	Ownership of Materials, Software and Copyright
Paragraph 65	Survival

IN WITNESS WHEREOF, the Authority has, by order of its Board of Directors, caused these presents to be subscribed by the Executive Director, and the Contractor 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.

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

DPS TELECOM

By _____
Scott Edson, Executive Director

By _____
(Contractor, Title)

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

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

SCOPE OF WORK

SECURITY SYSTEM AND INSTALLATION SERVICES FOR THE LMR SYSTEM

A. AUTHORITY'S PROJECT MANAGER

The Authority's Project Manager and who will oversee this Contract will be Mr. Justin Compito who can be contacted at (703) 674-7894 or at jcompito.consultant@isd.lacounty.gov and will be available Monday through Thursday, 7 a.m. to 5 p.m. The Authority's Executive Director, the Authority's Project Director, or the Authority's Project Manager, pursuant to Exhibit C (Authority's Administration), are the only persons authorized by the Authority to request work of the Consultant.

B. WORK LOCATION

The work locations are listed in Attachment 1 (LMR System Site Scope) to this Exhibit A (Scope of Work).

C. WORK DESCRIPTION/SCOPE OF WORK

Contractor to provide all necessary materials and labor to install Access Control and a Video Monitoring System (VMS System) at fifty-five (55) sites in the Los Angeles Area pursuant to this Exhibit A (Scope of Work) and the detailed per site scope set forth in Attachment 1 (LMR System Site Scope).

The sites are scattered throughout the mountains, hills, and limited access buildings. Some extensive travel on non-maintained roads to remote sites is needed. At limited access sites, an escort is needed if workers have not been through the Authority badging process. These items have been considered for this scope.

Out of the fifty-five (55) sites there are an estimated thirty-eight (38) sites that will need a PTZ camera mounted at the height marked on the LA-RICS provided plans, which are contained in Attachment 1 (LMR System Site Scope) to this Exhibit A (Scope of Work). This requires specialized labor to perform the installation. Contractor to run conduit from the shelter to the camera per industry standards. Devices and conduit will be grounded.

Contractor has built this scope as a labor and miscellaneous parts package for the device count determined by the Authority provided plans and consultations between the Authority and Contractor. The Authority and Contractor have reviewed plans for all the sites and have marked each device location accordingly as

described in Attachment 1 (LMR System Site Scope) to this Exhibit A (Scope of Work).

Contractor to run all wire inside the shelter and around the shelter and to the tower in galvanized rigid conduit, or Liqui-tite flexible conduit.

Contractor to use existing wire paths to reach any exterior structures such as Tower, Fuel Storage and Generator Bunkers. In cases where there are no wire paths available in the close vicinity (10' +), Contractor may opt to use wall penetrations sealed with MasterSeal NP150 per manufacturer specifications. In cases where exterior wall bracing is needed MaterSeal NP150 will be used for wedge anchors, and Siakaflex -2C NS will be used for removable anchors.

A drip loop will be utilized before entering the shelter through the cable port. Entries through the cable port will be appropriately weather sealed to prevent water intrusion and rodent entry

Contractor to run surface mount wiring across the doors to connect to the electronic locking hardware as the doors are solid ballistic metal.

Contractor will wall mount the NVR, Network Switches, Monitors and ECUs where feasible or a mounting rack may be required. Contractor will use an available 120VAC service outlet for all device power.

Contractor to connect to the LA-RICS network via single CAT6 jumper from the back NVR to the network port on the same network switch that DPS TMON is connected.

Contractor requires a network connection accessible to the LA-RICS NOC.

The Authority has agreed to have two (2) Contractor technicians badged for unescorted access to the sites. The two (2) technicians will be processed through the necessary background checks pursuant to Section 7.4 (Background and Security Investigations) of the Contract. Contractor understands that one (1) Badged person needs to be on site while work is being performed.

Contractor understands that there may be sites where an escort is needed. Contractor and the Authority will communicate scheduling ahead of time. The escort will be available for the time agreed upon ahead of time. There may be occasions where overtime is needed to complete the day's work. Overtime may be need on short notice as determined while onsite. No overtime is permitted without written approval from the Authority. The Authority will escort to accommodate changes as necessary to help facilitate the timely completion of the project.

No Permits have been included in this Scope of Work. Any permits that are needed will require a change order pursuant to Section 8 (Amendments) of the Contract.

No aerial work platforms have been included in this Scope of Work.

To meet the Authority's required scheduling, Contractor and Authority have mutually agreed that the Authority will provide Contractor with a Notice to Proceed (NTP) by November 30th 2024.

The expectation is the Contractor will commence work on December 15th 2024 with substantial completion achieved by May 2025.

Contractor and the Authority will work together to create a priority schedule for remote, high elevation, difficult to coordinate sites, so that these sites can be scheduled during the non-winter months of 2024 and 2025 before any inclement weather limits access.

Contractor will remove all trash, parts and debris from the site at the completion of each scope. At the end of each day all trash will be removed and parts stored within the shelter.

D. CHANGE ORDERS

This Scope of Work has been prepared to minimize the possibility of change orders.

In the event a change order needs to be issued, the Authority and Contractor will discuss and mutually agree on whether such a change order is needed, is fair, and reasonable. Documentation and/or supporting evidence will be provided to the Authority prior to its issuance, if any and will be prepared in accordance with Section 8 (Amendments) of the Contract.

E. PERIOD OF PERFORMANCE

Notification of scheduling will be provided by Contractor upon award execution of the Contract. Both parties will work to mutually develop the schedule/timeline and all work will be performed within the term pursuant to Section 4 (Term of the Contract) of the Contract.

F. EXECUTION AND DELIVERY

Contractor will work with the Authority to finalize the project timeline, once the contract is executed. Contractor will need to involve the following department personnel: Property Management, Security, Facilities, and IT for proper trade alignment. All work will be performed during normal business hours Monday through Friday, 7:00AM MST to 4:00PM MST (unless otherwise coordinated and noted in this scope) and excludes holidays and weekends.

This project will be progress billed pursuant to Exhibit B (Schedule of Prices) and will be paid pursuant to Section 5.5 (Invoices and Payments) of the Contract. As each site is finished Contractor will verify completion to the Authority by testing all devices to the LA-RICS NOC and take pictures of all devices as installed.

G. PROJECT PERFORMANCE REQUIREMENTS

Contractor will adhere to all safety requirements while on site. Contractor's Technicians will be equipped with full PPE, as per Contractor's standard procedure.

H. CONTRACTOR PROJECT TASKS

- Internal and external project kickoff meetings.
- Conduct weekly project status calls.
- Each site will be scheduled individually with the Authority as the project progresses.
- Confirmation of current Certificate of Insurance.
- Procurement of materials.
- Allocation of labor resources.
- Coordination of installation schedule.
- Execute installation of project and commissioning.
- Completion approval/sign off by the Authority.
- Completion Invoice to be issued to Authority.
- Project Warranty and Authority Service information to be sent to the Authority's Project Manager.

I. TESTING

- All completed camera views will be reviewed with the Authority and approved in writing, prior to project completion.
- Intercom to be tested to the LA-RICS NOC.

J. AUTHORITY/THIRD PARTY FURNISHED PROPERTY AND SERVICES

- Access to all required areas of work.

K. EXCLUSIONS

- 120vac Power
- Network Connectivity
- Permits and associated fees
- Painting
- X-rays/Sonar
- Floor coring
- Fire Caulking

- Fire Sleeves
- Hazardous material work of any kind
- Bid or Performance Bonding - available if requested (additional charges will apply)
- Traffic control, project security guards, & fire watch
- End-user training (*existing systems*)

L. CLARIFICATIONS AND ASSUMPTIONS

- Contractor is not responsible for any required asbestos testing and/or abatement. Any required testing or abatement will be identified and performed by others, prior to Contractor beginning any work on site.
- All work shall be installed in compliance with Industry Standards, Local & NEC codes.
- Contractor's Technician parking is available in LA-RICS parking lot, free of parking toll.

M. WARRANTY

1. Equipment

Contractor warrants, to the original purchaser only, that its products a) substantially conform to Contractors' published specifications and b) are substantially free from defects in material and workmanship. This warranty expires two (2) years from the date of product delivery with respect to hardware and ninety (90) days from the date of product delivery with respect to software. If the Authority discovers within these periods a failure of the product to substantially conform to the specifications or that the product is not substantially free from defects in material and workmanship, the Authority must promptly notify Contractor. Within reasonable time after notification, Contractor will endeavor to correct any substantial non-conformance with the specifications or substantial defects in material and workmanship, with new or used replacement parts. All warranty service will be performed at the company's office in Fresno, California at no charge to the Authority, other than the cost of shipping to and from Contractor, which shall be the responsibility of the Authority. If Contractor is unable to repair the product to conform to the warranty, Contractor will provide at its option one of the following: a replacement product or a refund of the purchase price for the non-conforming product. These remedies are the Authority's only remedies for breach of warranty. Prior to initial use the purchaser shall have determined the suitability of the product for its intended use.

Contractor does not warrant a) any product, components or parts not manufactured by Contractor, b) defects caused by the purchaser's failure to provide a suitable installation environment for the product, c) damage caused by use of the product for purposes other than those for which it was designed,

d) damage caused by disasters such as fire, flood, wind or lightening unless and to the extent that the product specification provides for resistance to a defined disaster, e) damage caused by unauthorized attachments or modifications, f) damage during shipment from the purchaser to Contractor, or g) any abuse or misuse by the Authority

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

In no event will Contractor be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Damages that Contractor will not be responsible for include but are not limited to, loss of profits; loss of savings or revenue; loss of use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities or services; downtime; claims of third parties including customers; and injury to property.

The Authority shall fill out the requested information on the Product Warranty Card and mail the card to Contractor. This card provides information that helps Contractor make product improvements and develop new products.

For an additional fee Contractor may, at its option, make available by written agreement only an extended warranty providing an additional period of time for the applicability of the standard warranty.

2. Installation Work

In addition to any other warranties in the Contract, the Contractor warrants that installation work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.

Corrections to the work may be required during installation, after receipt of substantial completion, or any applicable warranty period. At the Authority's option, the cost of such corrections may be withheld from invoices.

This warranty shall continue for a period of six (6) months from the date of substantial completion of the Work.

The Contractor shall remedy at the Contractor's expense any failure to conform to the requirements of the Contract or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to

Authority-owned or controlled real or personal property, when that damage is the result of:

The Contractor's failure to conform to or comply with Contract requirements;
or

Any defect of Contractor-furnished equipment, material, workmanship, or design.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. The Contractor's warranty with respect to work repaired or replaced shall be extended for an additional six (6) months from the date of repair or replacement.

The Executive Director shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

If the Contractor fails to remedy any failure, defect, or damage within ten (10) working days (or immediately in the case of an emergency where delay would cause serious risk of loss or damage) after receipt of notice, the Authority shall have the right to remove, replace, repair, or otherwise remedy the failure, defect, or damage, and all direct and indirect costs of such removal, replacement, repair, and correction, including compensation for additional professional services, shall be paid by the Contractor.

With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

Obtain all warranties that would be given in normal commercial practice;

Require all warranties to be executed, in writing, for the benefit of the Authority, if directed by the Executive Director; and

Enforce all warranties for the benefit of the Authority, if directed by the Executive Director.

In the event the Contractor's warranty has expired, the Authority may bring suit at Authority's expense to enforce a Subcontractor's, manufacturer's or supplier's warranty.

Unless a defect is caused by the Contractor or Subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Authority, nor for the repair of any damage that results from any defect in Authority-furnished material or design.

This warranty shall not limit the Authority's rights under other section of the Contract or as provided by law with respect to latent defects, gross mistakes, or fraud.

The terms of this provision do not relieve the Contractor of any legal liability for defects discovered after six (6) months from the date of occupancy. The obligations imposed by this Section shall survive termination of the Contract.

N. TECHNICAL SUPPORT

If a Authority believes that a product is not operating in substantial conformance with Contractor's published specifications or there appear to be defects in material and workmanship, the purchaser should contact our technical support representatives. If the problem cannot be corrected over the telephone and the product and problem are covered by the warranty, the technical support representative will authorize the return of the product for service and provide shipping information. If the product is out of warranty, repair charges will be quoted. All non-warranty repairs receive a 90-day warranty.

TECHNICAL SUPPORT POLICY
(559) 454-1600 Phone
(553) 454-1688 Fax
DPS Technical Support Policy
support@dpstele.com Email

Contractor has a standard customer support policy that covers all Contractor products purchased. Contractor has technicians on duty Monday through Friday, 7:00am to 6:00pm Pacific Time. If the Authority requires emergency technical support after these hours, we have a voicemail system (the only time Contractor allows voicemail!!) that will page a technician.

After hour emergency technical support is initiated by calling our regular phone number, either the 800 or the 559 number, and following the subsequent directions. Your call is typically returned within 15 minutes. If technical support is unable to resolve the problem they will be able to escalate the call to the appropriate Contractor personnel.

Technical support features have been built into many of our products. In many cases our technicians, with customer permission, can dial directly into our units to correct problems.

As a service to our customer, in this instance the Authority, Contractor will schedule special support hours. For instance, if the Authority plans to turn up a site or install a Contractor product on a Saturday or during the week at 5:00 am, Contractor can have a technician on stand-by.

O. RMA POLICY

In the event that the Authority believes a Contractor product requires repair, contact Technical support at the above number. Prior to calling Contractor, be sure to have the following information available: your company name, your name, your e-mail address, Contractor unit type (EG: NetGuardian 832a), unit serial number and description of problem. A technician will provide further direction and issue an RMA number if needed. Products may not returned to Contractor unless an RMA number has been issued.

DPS Telecom Technical Support
(559) 454-1600 Phone
(559) 454-1688 Fax
support@dpstele.com Email

Contractor, on average, returns RMA units within four (4) weeks and will email the RMA submitter on the return shipment with a tracking number.

LMR SYSTEM SITE SCOPE

CONFIDENTIAL

HARDWARE/SOFTWARE SPECIFICATIONS

D-PK-AXISC – 12001.00001

AXI: M3215-LVE 2MP Dome Camera

AXI: M3215-LVE 2MP Dome Camera. Axis Part #02371-001. Compatible with Mounting Hardware: D-PK-AXISC-12008.00001, D-PK-AXISC-12012.00001, D-PK-AXISC-12003.00001. Specs: Temp range -40 to 50 c, Vandal Rating IK10, IP66, Built-in IR, POE Type 1, 16:9 1080p resolution 25/30 frames per second.

D-PK-AXISC – 12003.00001

AXI: T91B57 Pole Mount, Grey

AXI: T91B57 Pole Mount, Grey. Axis Part #01446-001

D-PK-AXISC – 12004.00001

AXI: S2208 Camera Station Recorder, 4TB

AXI: S2208 Camera Station Recorder, 4TB. Axis Part #01580-004

D-PK-AXISC – 12006.00001

AXI: Q6075-E60HZ PTZ Network Camera

AXI: Q6075-E60HZ PTZ Network Camera. Axis Part #01752-004. Compatible with Mounting Hardware: D-PK-AXISC-12011.00001, D-PK-AXISC-12012.00001, D-PK-AXISC-12003.00001. Specs: PTZ, 40x optical zoom, 360 endless pan, Temp range 0 to 50 c, IP52, POE Type 2, 1920x1080 resolution 50/60 frames per second.

D-PK-AXISC – 12008.00001

AXI: TP3103-E Pendant Kit

AXI: TP3103-E Pendant Kit. Axis Part #02548-001

D-PK-AXISC – 12010.00001

LG:22" FHD LCD Monitor

LG:22" FHD LCD Monitor. Axis Part #22BP410-B

D-PK-AXISC – 12011.00001

AXI: T94A01D Pendant Kit

AXI: T94A01D Pendant Kit. Axis Part #5502-431

D-PK-AXISC – 12012.00001

AXI: T91E61 Wall Mount, Indoor/Outdoor

AXI: T91E61 Wall Mount, Indoor/Outdoor. Axis Part #5506-481

D-PK-AXISC – 12013.00001

AXI: T91G61 Wall Mount

AXI: T91G61 Wall Mount. Axis Part #5506-951

D-PK-AXISC – 12014.00001

AXI: M3085-V 2MP Dome Camera

AXI: M3085-V 2MP Indoor Dome Camera. Axis Part #02373-001. Compatible with Mounting Hardware: D-PK-AXISC-12003.00001, D-PK-AXISC-12015.00001. Specs: Temp range 0 to 45 C, Vandal Rating IK08, IP42, POE Type 1, 16:9 1080p resolution 25/30 frames per second.

D-PK-AXISC – 12015.00001

AXIS:T94B01P Conduit Back Box

AXIS:T94B01P Conduit Back Box. Axis Part #5507-401

D-PK-AXISC – 12016.00001

AXI:P3738-PLE Panormaic Camera

AXI:P3738-PLE Panormaic Camera. Axis Part #02635-001.

Specs: Temp range -30 to 50 c, IP66, Built-in IR, POE Type 2, 3840x2160 (4k x 4) resolution 12.5/15 frames per second.

D-PK-AXISC – 12017.00001

AXI:T91D62 Telesopic Parapet Mount

AXI:T91D62 Telesopic Parapet Mount. Axis Part #5507-271

Has an adjustable arm length between 783 mm (30.1 in) to 1033 mm (40.7 in)

D-PK-AXISC – 12019.00001

AXI:T94N01D Pendant Kit

AXI:T94N01D Pendant Kit. Axis Part #01513-001.

Used to mount compatible camera to compatible pole, parapet, ceiling, and wall mounts with 1.5" NPS threaded brackets

D-PK-AXISC – 12020.00001

LOG:Wireless Keyboard/Mouse Combo

LOG:MK270 Wireless Keyboard and Mouse Combo. Logitech Part #3006282.

Full size keyboard and mouse. Uses Nano receiver.

D-PK-AXISC – 12021.00001

AXI:512GB Micro SDXC Card

AXI:512GB Micro SDXC Card. Axis Part #02365. High Performance 512 GB SD Card.

D-PK-BAPKP – 12001.00001

Bldg Access Panel with Keypad and Proxy Reader

This package consist of ProxPoint Plus Card Reader, Exterior Keypad w/ rubber face with case designed to interface to DPS Entry Control Unit (D-PK-ECUG3-12004.00001).

D-PK-DRHDL – 12002.00001

BEST 45HW7DEU-3J-630 Mortise Lock, Fail Secure

40H Mortise Lock from Best Access Systems. 24VDC Powered. Outside lever locked when removing power from solenoid. Outside lever unlocked when applying power to solenoid. Inside lever stays unlocked at all times. Can also be unlocked by key. Powered by 12 or 24 volts AC/DC & 0.60 or 0.45 amps, continuous duty. Backset: 2 3/4in. Case: 0.095 cold rolled steel, 5 7/8in H x 7/8in D x 4 1/16in W. Steel is zinc dichromate plated for corrosion protection. Standard lock configuration designed for doors 1 3/4 inch thick.

Faceplate: Stainless steel, 8in H x 1 1/4in W x 1/16in.

D-PK-ECULN – 12001.00003

ECU LAN -48V e/w 12&24V out, Proxy & Keypad Support,GI,TTL

LAN based door access controller. Supports a single door. Self contained unit that locally stores access codes. The ECU LAN does NOT require the BAS functionality of DPS RTUs such as the NetGuardian G5, 420, and 216F. Codes administered from T/Mon. The ECU LAN mounts on the

secured side of the door. The unit contains both 24VDC and 12VDC power supplies that may be used for either peripherals and / or door strike relay. The ECU is powered by -48VDC allowing door operation to take place on your DC plant during commercial power failures. TTL to support Motion Sensors. Supports Keypad and single proxy mode for entry control (Keypad and Proxy Readers sold separately). Compatible with 26 & 37 bit card formats. Firmware downloadable via craft port and LAN. Independent volume control for internal speakers. Proximity sensor and Proximity Cards, Door strikes, Mag locks, Door switches, and motion detectors are NOT included in this package but may be purchased separately for operation with this ECU.

D-PK-MSCEQ – 12012.00001

Universal LCD Monitor Wall Mount

Universal LCD Monitor Wall Mount. Three Configurations + Flush Mount, Single Swivel or Dual Arm. With the abilities to configure the LCD-1 into several different mounting styles, users can accommodate nearly every wall mount application they encounter, with just one mount.

D-PK-MSCEQ-12013.00001

Space Vented Utility Shelf

Vented Utility Rack Shelf, fully ventilated bottom and sides for heat dissipation.

D-PK-PROXI – 12012.00001

HID Proximity Keyfob III - 100 pack

BAS (Building Access System) key fob designed for use with proximity card reader 100 pack.

D-PR-534-10A-10

Proximity Cards for HID Thinline II, NON-PRINTABLE, 100 Pack

Proximity Cards, 26-bit, Used With HID THINLINE II 5395 Proximity Reader. Non-Printable.

D-PR-599-10A-00

Indoor Motion Sensor, TRex, Kantech P/N # T.Rex -LT

Monitors motion within a user specified field of vision. Integrates with the Building Access System (BAS) to provide automatic exit tracking and intrusion notifications. 12-28VDC operational power range. To power from 110VAC, use D-PR-105-10A-03.

D-SK-156-10A-00

Building Access System (BAS) - Support Module, #88

Provides software support for the Building Access System. Includes D/B management of: Users, Security Codes, Access times. System also includes a monitoring component to provide site occupancy status. Access history is also maintained for subsequent analysis.

D-SVC-107-FTR-01

Per Day Formal Training session @ client site

Per Day Formalized Class at client provided facilities located in the USA. Course provides in depth focus on selected DPS equipment & software. Class will be work book driven using materials similar to those used at DPS factory training. The quantity associated with this line item in the Scope of Work and Schedule of Prices represents the contiguous business days that the instructor will be on site. Travel day(s) may be setup between these days when training is to be performed in different locations. This creates flexibility as to how the classes are structured (eg: which subjects, and repeat patterns). Client and DPS to determine the course subject matter. DPS provides the necessary monitoring equipment to demonstrate the concepts of the session, without disturbing clients monitoring equipment. This may include items such as (T/Mon, Alarm remotes, sensors, -48V power supplies, LAN switches & 802,11 wireless interface). Maximum 10

students per class. Client to provide: Classroom, Tables, chairs, 110 VAC power, Windows XP, 2000 Laptop PC's (with 802.11 interface) for students, projector, and some form of dry erase board / easel. DPS training equipment is to remain in the classroom for the duration of the class and should be secured after class hours. (Class price does not include instructors travel expenses which will be included as a separate line item). Class workbook and other training materials vary depending on class topic and are included in the "Formal Training - Class Materials" line item of this Scope of Work and Schedule of Prices.

D-SVC-114-10A-00

Factory Based Technical Turn up Assistance (Hours) Remote

Provides telephone support from a DPS factory representative to assist in system setup and configuration. Factory representative will provide helpful insight into the powerful features of the T/ MonLNx or other DPS master station platform and can help custom tailor the system to your exact requirements. Time also includes on line training for the databasing and basic system operation for personnel responsible. 1 hour session. Quantity in the Scope of Work and Schedule of Prices determines the total number of hours purchased. Cumulative amount must be used in 1 hour sessions or longer.

D-SVC-123-10A.01205

AXIS Camera PM and Warranty

AXIS Camera PM and Warranty

D-SVC-123-10A.01206

Wire and Equipment (55 sites)

Wire and Equipment for installation for 55 sites: Fire Barrier Putty, Bulk cable, Conduit, Patch Panel, Electrical Boxes Patch Panels, and Screw.

D-SVC-123-10A.01207

Allied Universal Technology Services (Subcontractor): Non Tower Labor Site

Allied Universal Technology Services: Labor (2 Techs x 2 Days, plus Engineering Support, per Site) does not include tower work.

D-SVC-123-10A.01208

Installation Labor for towers only (camera)

Labor for installation of cameras on towers.

D-SVC-123-10A.01210

Supplies & Materials

Supplies & Materials and Subcontractor material & equipment for towers.

D-SVC-131-10A-00

Travel and Expenses

Travel and Expenses, Airfare, Meals, Lodging, Ground Transportation, and Misc.

D-SVC-250-10A-00

Shipping

D-SVC-CATAX-12001.00001

California State Sales Tax

Service number for collecting Sales Tax within the State of California.

Datasheet



AXIS M3215-LVE Dome Camera

Affordable surveillance in 2 MP with deep learning

This cost-effective fixed focal dome offers Lightfinder, Forensic WDR, and OptimizedIR, and ensures excellent image quality under any light conditions. Built on ARTPEC-8, it includes a deep learning processing unit enabling powerful analytics based on deep learning on the edge. Plus, it delivers valuable metadata facilitating fast, easy, and efficient forensic search capabilities. And AXIS Object Analytics offers detection and classification of humans, vehicles, and types of vehicles—all tailored to your specific needs. Featuring audio and I/O connectivity, you can integrate for instance a microphone to extend the value of your system. Furthermore, built-in cybersecurity features safeguard your system.

- > [Excellent image quality in 2 MP](#)
- > [Lightfinder, Forensic WDR, OptimizedIR](#)
- > [Analytics with deep learning](#)
- > [Audio and I/O connectivity](#)
- > [Built-in cybersecurity features](#)



ONVIF | **OMST**

AXIS M3215-LVE Dome Camera

Camera		Onscreen controls	Day/night shift Defogging Wide dynamic range Video streaming indicator IR illumination Enable-disable all privacy masks Play media clip
Image sensor	1/2.9" progressive scan RGB CMOS	Event conditions	Analytics, external input, supervised external input, virtual inputs through API Digital audio: digital signal contains Axis metadata, digital signal has invalid sample rate, digital signal missing, digital signal okay I/O: digital input, manual trigger, virtual input Device status: above operating temperature, above or below operating temperature, below operating temperature, within operating temperature, IP address removed, new IP address, network lost, system ready, ring power overcurrent protection, live stream active, casing open Call: state, state change Video: average bitrate degradation, day-night mode, live stream open, tampering Audio: audio detection, audio clip playing, audio clip currently playing Edge storage: recording ongoing, storage disruption, storage health issues detected Scheduled and recurring: schedule MQTT: stateless
Lens	3.1 mm, F2.0 Horizontal field of view: 101° Vertical field of view: 55° Minimum focus distance: 1.0 m (3.3 ft) Fixed iris, IR corrected	Event actions	Overlay text, day/night mode, flash status LED, use lights, set defog mode, set WDR mode I/O: toggle I/O once, toggle I/O while the rule is active MQTT: publish Notification: HTTP, HTTPS, TCP and email Audio clips: play, stop Record video: SD card and network share Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share and email Pre- and post-alarm video or image buffering for recording or upload Calls: answer call, end SIP call, make SIP call SNMP traps: send, send while the rule is active
Day and night	Automatic IR-cut filter Hybrid IR filter	Data streaming	Event data
Minimum illumination	With WDR and Lightfinder: Color: 0.14 lux at 50 IRE, F2.0 B/W: 0 lux at 50 IRE, F2.0 0 lux with IR illumination on	Built-in installation aids	Pixel counter, straighten image, level grid
Shutter speed	1/37000 s to 2 s	Analytics	
Camera angle adjustment	Pan ±190°, tilt -10 to +80°, rotation ±190°	Applications	Included AXIS Object Analytics, AXIS Scene Metadata, AXIS Video Motion Detection, active tampering alarm, audio detection AXIS Live Privacy Shield Supported Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap
System on chip (SoC)		AXIS Object Analytics	Object classes: humans, vehicles (types: cars, buses, trucks, bikes) Scenarios: line crossing, object in area, crossline counting, occupancy in area, time in area Up to 10 scenarios Other features: triggered objects visualized with trajectories, color-coded bounding boxes and tables Polygon include/exclude areas Perspective configuration ONVIF Motion Alarm event
Model	ARTPEC-8	AXIS Scene Metadata	Object classes: humans, faces, vehicles (types: cars, buses, trucks, bikes), license plates Object attributes: vehicle color, upper/lower clothing color, confidence, position
Memory	1024 MB RAM, 8192 MB Flash	Approvals	
Compute capabilities	Deep learning processing unit (DLPU)	EMC	EN 55032 Class A, EN 61000-6-1, EN 61000-6-2 Australia/New Zealand: RCM AS/NZS CISPR 32 Class A Canada: ICES-3(A)/NMB-3(A) Japan: VCCI Class A Korea: KC KN35KC, KN32 Class A USA: FCC Part 15 Subpart B Class A
Video		Safety	IEC/EN/UL 62368-1, IEC/EN/UL 60950-22, IEC 62471 risk group exempt, IS 13252
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG		
Resolution	16:9: 1920x1080 to 160x90		
Frame rate	Up to 30/25 fps (60/50 Hz) in all resolutions		
Video streaming	Multiple, individually configurable streams in H.264, H.265, and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265 Low latency mode		
Multi-view streaming	Up to 8 individually cropped out view areas		
Image settings	Saturation, contrast, brightness, sharpness, Forensic WDR: Up to 120 dB depending on scene, white balance, day/night threshold, local contrast, tone mapping, exposure mode, exposure zones, defogging, barrel distortion correction, compression, rotation: 0°, 90°, 180°, 270° including Corridor Format, mirroring, dynamic text and image overlay, polygon privacy mask		
Pan/Tilt/Zoom	Digital PTZ		
Audio			
Audio streaming	Two-way audio via edge-to-edge technology		
Audio encoding	AAC 8/16/32/44.1/48 kHz, G.711 8 kHz, G.726 8 kHz, Opus 8/16/48 kHz, LPCM 48 kHz Configurable bit rate		
Audio input/output	External microphone input or line input, ring power, digital audio input, automatic gain control Network speaker pairing		
Network			
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPS, HTTP/2, TLS, QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP®, SNMP v1/v2c/v3 (MIB-II, DNS/DNSv6, DDNS, NTP, RTSP, RTP, RTCP, SRTP/RTSPS, TCP, UDP, IGMPv1/v2/v3, DHCPv4/v6, ARP, SOCKS, SSH, SIP, LLDP, CDP, MQTT v3.1.1, Secure syslog (RFC 3164/5424, UDP/TCP/TLS), Link-Local address (ZeroConf)		
System integration			
Application Programming Interface	Open API for software integration, including VAPIX® and AXIS Camera Application Platform; specifications at axis.com One-click cloud connection ONVIF® Profile G, ONVIF® Profile M, ONVIF® Profile S, and ONVIF® Profile T, specification at onvif.org Support for Session Initiation Protocol (SIP) for integration with Voice over IP (VoIP) systems, peer to peer or integrated with SIP/PBX.		

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Environment	IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP66, IEC/EN 62262 IK10, NEMA 250 Type 4X, NEMA TS 2 (2.2.7-2.2.9)	Storage	Support for microSD/microSDHC/microSDXC card and encryption Recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com
Network	NIST SP500-267	Operating conditions	-40 °C to 50 °C (-40 °F to 122 °F) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F) Start-up temperature: -30 °C to 50 °C (-22 °F to 122 °F) Humidity 10-100% RH (condensing)
Cybersecurity	ETSI EN 303 645	Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5-95% RH (non-condensing)
Cybersecurity		Dimensions	Without weathershield: Height: 102 mm (4.0 in) ø 149 mm (5.9 in)
Edge security	Software: Signed OS, brute force delay protection, digest authentication and OAuth 2.0 RFC6749 OpenID Authorization Code Flow for centralized ADFS account management, password protection Hardware: Axis Edge Vault cybersecurity platform Secure element (CC EAL 6+), system-on-chip security (TEE), Axis device ID, secure keystore, signed video, secure boot, encrypted filesystem (AES-XTS-Plain64 256bit)	Weight	With weathershield: 783 g (1.73 lb)
Network security	IEEE 802.1X (EAP-TLS, PEAP-MSCHAPv2), IEEE 802.1AE (MACsec PSK/EAP-TLS), IEEE 802.1AR, HTTPS/HSTS, TLS v1.2/v1.3, Network Time Security (NTS), X.509 Certificate PKI, host-based firewall	Included accessories	Installation guide, Windows® decoder 1-user license, drill hole template, RESISTORX® TR20 bit, terminal block connector, cable gaskets, connector guard, weathershield
Documentation	<i>AXIS OS Hardening Guide</i> <i>Axis Vulnerability Management Policy</i> <i>Axis Security Development Model</i> <i>AXIS OS Software Bill of Material (SBOM)</i> To download documents, go to axis.com/support/cybersecurity/resources To read more about Axis cybersecurity support, go to axis.com/cybersecurity	Optional accessories	AXIS TP3823-E Weathershield Black AXIS TP3821-E Casing Black AXIS TM3815-E Dome Smoked AXIS Surveillance Cards For more accessories, see axis.com
General		Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis Application Development Partners available at axis.com/vms
Casing	IP66-, NEMA 4X- and IK10-rated Polycarbonate hard-coated dome Plastic casing, sunshield (PC/ASA) Color: white NCS S 1002-B For repainting instructions, go to the product's support page. For information about the impact on warranty, go to axis.com/warranty-implication-when-repainting . This product can be repainted.	Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese, Dutch, Czech, Swedish, Finnish, Turkish, Thai, Vietnamese
Mounting	Mounting bracket with junction box holes (double-gang, single-gang, and 4" octagon) and for wall or ceiling mount ½" (M20) or ¾" (M25) conduit side entry, with conduit adapter	Warranty	5-year warranty, see axis.com/warranty
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 Typical 4.8 W, max 10.4 W	Sustainability	
Connectors	Network: Shielded RJ45 10BASE-T/100BASE-TX PoE I/O: 4-pin 2.5 mm (0.098 in) terminal block for 1 supervised digital input and 1 digital output (12 V DC output, max. load 25 mA) Audio: 3.5 mm mic/line in	Substance control	PVC free, BFR/CFR free in accordance with JEDEC/ECA Standard JS709 RoHS in accordance with EU RoHS Directive 2011/65/EU and EN 63000:2018 REACH in accordance with (EC) No 1907/2006. For SCIP UUID, see echa.europa.eu
IR illumination	Optimized IR with power-efficient, long-life 850 nm IR LEDs Range of reach 30 m (98 ft) or more depending on the scene	Materials	Renewable carbon-based plastic content: 12% (bio-based) Screened for conflict minerals in accordance with OECD guidelines To read more about sustainability at Axis, go to axis.com/about-axis/sustainability
		Environmental responsibility	axis.com/environmental-responsibility Axis Communications is a signatory of the UN Global Compact, read more at unglobalcompact.org

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Datasheet

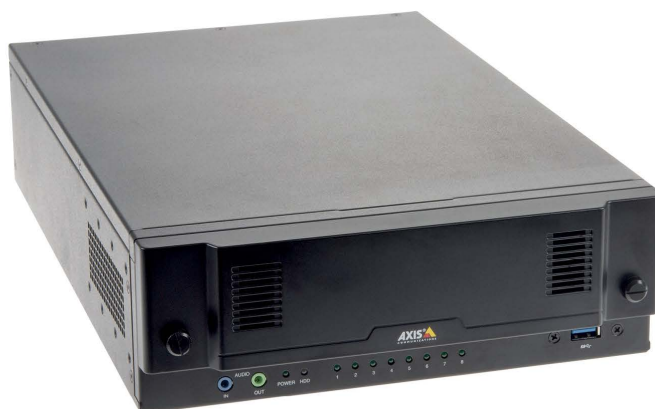


AXIS Camera Station S2208 Appliance

All-in-one recorder with PoE switch for UHD surveillance

AXIS Camera Station S2208 Appliance is an all-in-one recording solution with integrated, manageable PoE switch designed to deliver reliable high-definition surveillance with up to 4K resolution. For quick and easy installation, AXIS S2208 is preconfigured and preloaded with AXIS Camera Station video management software, and includes licenses for 8 channels plus all necessary system software. AXIS Camera Station offers an intuitive user interface that allows users to take full advantage of Axis wide range of video surveillance cameras and other IP products. With the operating system stored on a solid-state drive (SSD) and 5-year warranty, AXIS S2208 provides a reliable surveillance solution.

- > [All-in-one solution with integrated PoE switch](#)
- > [High-definition surveillance with up to 4K resolution](#)
- > [AXIS Camera Station licenses included](#)
- > [Full compatibility with Axis products](#)



AXIS Camera Station S2208 Appliance

Licenses	8 AXIS Camera Station core licenses included and tied to the hardware. Can be upgraded with additional licenses (sold separately).	Supports only one monitor Playback at high speeds can affect video performance.
System scalability	Qualified for up to 8 video channels and 16 doors	
Hardware		
Processor	Intel® Core™ i3	
Memory	8 GB	
Storage	Surveillance Class HDD Total HDD slot: 2 Free HDD slot: 1 Out-of-the-box storage: 4 TB (1x4 TB)	
Switch	8 ports integrated, 135 W total power budget Power over Ethernet (PoE) IEEE 802.3at Class 4	
Graphics card	Intel® HD Graphics	
Power	Max 270 W, 135 W PoE dedicated 100 - 240 V AC, 3.5 A, 50/60 Hz 54 V DC, 5 A External power adapter	
Connectors	Front side: 1x USB 3.0 1x Audio line in 1x Audio line out Rear side Switch: 8x PoE ports 10/100 Mbps 1x SFP 10/100/1000 Mbps 1x RJ45 10/100/1000 Mbps Rear side Server: 1x RJ45 10/100/1000 Mbps 2x USB 2.0 1 Displayport™ 1 HDMI port	
Video		
Video streaming	Live view: 1 x 4K stream full screen 4 split x 1080p Up to 8 cameras split view Supports two monitors, maximum one 4K monitor recommended Playback: Supports the same split scenarios as live view	
Recording	Qualified for recording up to 8 video channels with a total recording rate up to 128 Mbit per second	
General		
Operating system	Microsoft® Windows® 10 IoT Enterprise Operating system recovery: yes Operating system drive: 120 GB SSD	
Security	Security support for encrypted operating system drive and recording drive FIPS 140-2 level 2 certified Trusted Platform Module (TPM 2.0)	
Operating conditions	0 °C to 40 °C (32 °F to 104 °F) Humidity: 10-90% RH (non-condensing)	
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity: 10-90% RH (non-condensing)	
Approvals	EMC CNS 13438, EAC, EN 55024, EN 55032 Class A, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-003 Class A, KC KN32 Class A, KC KN35, RCM AS/NZS CISPR 32 Class A, VCCI Class A Safety IEC/EN 60950-1, IEC/EN 62368-1, KC-Mark, UL 62368-1, IS 13252	
Dimensions	330 x 230 x 78 mm (13 x 9.1 x 3.1 in)	
Weight	5.8 kg (12.8 lb)	
Included accessories	Rack ears, power adapter	
Optional accessories	Surveillance Hard Drive 4 TB available from Axis AXIS TS2901 Appliance Stand Axis desktop terminals Axis Ethernet surge protector For more accessories, see axis.com	
Warranty	Recorder and hard drive: 5-year warranty, see axis.com/warranty	
Export control	This product is subject to export control regulations, and you should always comply with all applicable national and international export or re-export control regulations.	

AXIS Camera Station

For details about AXIS Camera Station features and functions, see the AXIS Camera Station datasheet on axis.com

Datasheet



AXIS Q6075-E PTZ Network Camera

Outdoor-ready PTZ with HDTV 1080p and 40x optical zoom

AXIS Q6075-E PTZ Network Camera offers HDTV 1080p and 40x optical zoom for great overviews and excellent details. This high-performance outdoor PTZ camera comes with autotracking 2 with click and track functionality, as well as an orientation aid for active object tracking and quick orientation. With Axis Lightfinder 2.0 the camera delivers low-light images with more saturated colors and sharper images of moving objects. Plus, enhanced security features such as signed firmware and secure boot ensures the integrity and authenticity of the firmware. Furthermore, Axis Zipstream with H.264/ H.265 significantly lowers bandwidth and storage requirements.

- > [HDTV 1080p with 40x optical zoom](#)
- > [Axis Lightfinder 2.0](#)
- > [Autotracking 2 and orientation aid](#)
- > [Built-in analytics](#)
- > [TPM, FIPS 140-2 level 2 certified](#)



AXIS Q6075-E PTZ Network Camera

Variants	AXIS Q6075-E 50 Hz AXIS Q6075-E 60 Hz	Video: live stream open
Camera		
Image sensor	1/2.8" progressive scan CMOS	
Lens	4.25–170 mm, F1.6–4.95 Horizontal field of view: 65.1°–2.00° (1080p) Vertical field of view: 39.1°–1.18° (1080p) Autofocus, auto-iris	
Day and night	Automatically removable infrared-cut filter	
Minimum illumination	Color: 0.1 lux at 30 IRE, F1.6 B/W: 0.002 lux at 30 IRE, F1.6 Color: 0.15 lux at 50 IRE, F1.6 B/W: 0.003 lux at 50 IRE, F1.6	
Shutter speed	1/11000 s to 1/3 s with 50 Hz 1/11000 s to 1/3 s with 60 Hz	
Pan/Tilt/Zoom	Pan: 360° endless, 0.05°–450°/s Tilt: 220°, 0.05°–450°/s Zoom: 40x optical, 12x digital, total 480x zoom E-Flip, 256 preset positions, tour recording (max 10, max duration 16 minutes each), guard tour (max 100), control queue, on-screen directional indicator, orientation aid PIZ, set new pan 0°, adjustable zoom speed, focus recall	
System on chip (SoC)		
Model	ARTPEC-7	
Memory	1024 MB RAM, 512 MB Flash	
Compute capabilities	Machine learning processing unit (MLPU)	
Video		
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG	
Resolution	HDTV 1080p 1920x1080 to 320x180	
Frame rate	Up to 50/60 fps (50/60 Hz) in HDTV 1080p	
Video streaming	Multiple, individually configurable streams in H.264, H.265 and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265	
Image settings	Manual shutter time, compression, color, brightness, sharpness, white balance, exposure control, exposure zones, fine tuning of behavior at low light, rotation: 0°, 180°, text and image overlay, polygon privacy masks, electronic image stabilization (EIS), freeze on PTZ, automatic defog, backlight compensation, scene profiles Wide Dynamic Range (WDR): Up to 120 dB depending on scene, highlight compensation	
Network		
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTP/2, HTTPS, TLS, QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP®, SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTP, SRTP/RTSPS, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SSH, NTP, LLDP, CDP, MQTT, Secure syslog (RFC 3164/5424, UDP/TCP/TLS), Link-Local address (ZeroConf)	
System integration		
Application Programming Interface	Open API for software integration, including VAPIX® and AXIS Camera Application Platform; specifications at axis.com One-Click Cloud Connection ONVIF® Profile G, ONVIF® Profile S and ONVIF® Profile T, specification at onvif.org	
Event conditions	Device status: above operating temperature, above or below operating temperature, below operating temperature, fan failure, IP address removed, network lost, new IP address, shock detected, storage failure, system ready, within operating temperature Edge storage: recording ongoing, storage disruption I/O: digital input, manual trigger, virtual input MQTT subscribe PTZ: PTZ malfunctioning, PTZ movement, PTZ preset position reached, PTZ ready Scheduled and recurring: scheduled event	
Event actions	Day/night mode, overlay text, video recording to edge storage, pre- and post-alarm video buffering, send SNMP trap PTZ: PTZ preset, start/stop guard tour File upload via FTP, SFTP, HTTP, HTTPS network share and email Notification via email, HTTP, HTTPS and TCP MQTT publish	
Built-in installation aids	Pixel counter, leveling guide	
Analytics		
Applications	Included AXIS Object Analytics, AXIS Video Motion Detection, AXIS Motion Guard, AXIS Fence Guard, AXIS Loitering Guard, autotracking 2, active gatekeeper Basic analytics (not to be compared with third-party analytics): object removed, enter/exit detector, object counter Supported Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap	
AXIS Object Analytics	Object classes: humans, vehicles Scenarios: line crossing, object in area, crossline counting, time in area Up to 10 scenarios Other features: triggered objects visualized with trajectories, color-coded bounding boxes and tables Polygon include/exclude areas Perspective configuration ONVIF Motion Alarm event	
AXIS Scene Metadata	Object classes: humans, faces, vehicles (types: cars, buses, trucks, bikes), license plates Object attributes: confidence, position	
Approvals		
EMC	EN 50121-4, IEC 62236-4 CISPR 32 Class A, EN 55035, EN 55032 Class A, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, EN 50121-4, IEC 62236-4 Australia/New Zealand: RCM AS/NZS CISPR 32 Class A Canada: ICES-3(A)/NMB-3(A) Japan: VCCI Class A Korea: KCC KN32 Class A, KN35 USA: FCC Part 15 Subpart B Class A	
Safety	IEC/EN/UL 60950-1, IS 13252 IEC/EN/UL 60950-22, IEC/EN/UL 62368-1	
Environment	IEC/EN 60529 IP66/IP67, NEMA TS 2 (2.2.7-2.2.9), IEC 62262 IK10, ISO 4892-2, EN 50121-4, IEC 62236-4, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-60, IEC 60068-2-78, NEMA 250 Type 4X	
Network	NIST SP500-267	
Cybersecurity	ETSI EN 303 645, FIPS 140 Midspan: EN 60950-1, GS, UL, UL, CE, FCC, VCCI, CB, KCC, UL-AR	
Cybersecurity		
Edge security	Software: Signed OS, brute force delay protection, digest authentication and OAuth 2.0 RFC6749 OpenID Authorization Code Flow for centralized AD FS account management, password protection, AES-XTS-Plain64 256bit SD card encryption Hardware: Axis Edge Vault cybersecurity platform TPM 2.0 (CC EAL4+, FIPS 140-2 Level 2), secure keystore, secure boot	
Network security	IEEE 802.1X (EAP-TLS, PEAP-MSCHAPv2), IEEE 802.1AE (MACsec PSK/EAP-TLS), HTTPS/HSTS, TLS v1.2/v1.3, Network Time Security (NTS), X.509 Certificate PKI, host-based firewall	
Documentation	<i>AXIS OS Hardening Guide</i> <i>Axis Vulnerability Management Policy</i> <i>Axis Security Development Model</i> AXIS OS Software Bill of Material (SBOM) To download documents, go to axis.com/support/cybersecurity/resources	

www.axis.com

T101 39891/EN/M31.2/2406

To read more about Axis cybersecurity support, go to axis.com/cybersecurity		Humidity 10–100% RH (condensing)
General		Storage conditions -40 °C to 65 °C (-40 °F to 149 °F) Humidity 5–95% RH (non-condensing)
Casing	IP66-, IP67-, NEMA 4X- and IK10-rated Metal casing (aluminum), polycarbonate (PC) clear dome, sunshield (PC/ASA)	Weight 3.75 kg (8.3 lb)
Sustainability	PVC free	Dimensions Ø232 x 271 mm (Ø9.13 x 10.7 in)
Power	Axis High PoE 60 W SFP midspan: 100–240 V AC, max 66.1 W Camera consumption: typical 14 W, max 51 W	Included accessories Axis High PoE 60 W SFP midspan 1-port, RJ45 Push-pull Connector (IP66), Sunshield Installation Guide, Windows decoder 1-user license
Connectors	RJ45 10BASE-T/100BASE-TX PoE, RJ45 Push-pull Connector (IP66/IP67) included	Optional accessories Smoked dome cover AXIS T91 Mounting Accessories, AXIS T8415 Wireless Installation Tool, AXIS T90 Illuminators, AXIS T8310 Video Surveillance Control Board, multi-user decoder license pack
Storage	Support for SD/SDHC/SDXC card Support for SD card encryption Support for recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com	Video management software AXIS Companion, AXIS Camera Station, Video management software from Axis' Application Development Partners available on www.axis.com/vms
Operating conditions	With 30 W: -20 °C to 50 °C (-4 °F to 122 °F) With 60 W: -50 °C to 50 °C (-58 °F to 122 °F) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F) Arctic Temperature Control: Start-up as low as -40 °C (-40 °F)	Languages English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Traditional Chinese, Dutch, Czech, Swedish, Finnish, Turkish, Thai, Vietnamese
		Warranty 5-year warranty, see axis.com/warranty

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Datasheet



AXIS M3085-V Dome Camera

Fixed 2 MP mini dome with deep learning

This cost-efficient mini dome features Wide Dynamic Range (WDR) to ensure clarity even when there's both dark and light areas in the scene. With Lightfinder, it delivers sharp color images even in low light. A deep learning processing unit enables intelligent analytics based on deep learning on the edge. And AXIS Object Analytics offers detection and classification of different types of objects – all tailored to your specific needs. Furthermore, this compact, easy-to-install, vandal-resistant camera comes factory focused so there's no manual focusing required.

- > [Great image quality in 2 MP](#)
- > [Compact, discreet design](#)
- > [WDR and Lightfinder](#)
- > [Support for analytics with deep learning](#)
- > [Built-in cybersecurity features](#)



ONVIF | |

AXIS M3085-V Dome Camera

Camera		Video management systems	Compatible with AXIS Companion, AXIS Camera Station, video management software from Axis' Application Development Partners available at axis.com/vms
Image sensor	1/2.9" progressive scan RGB CMOS	Onscreen controls	Privacy masks Media clip
Lens	3.1 mm, F2.0 Horizontal field of view: 102° Vertical field of view: 55° Fixed iris, IR corrected	Edge-to-edge	Speaker pairing
Day and night	Automatic IR-cut filter	Event conditions	Application Audio: audio detection Device status: above/below/within operating temperature, IP address blocked, IP address removed, new IP address, network lost, system ready, live stream active Edge storage: recording ongoing, storage disruption, storage health issues detected I/O: manual trigger, virtual input, digital input via accessories using portcast technology MQTT: subscribe Scheduled and recurring: schedule Video: average bitrate degradation, tampering
Minimum illumination	With Lightfinder: Color: 0.18 lux at 50 IRE F2.0 B/W: 0.03 lux at 50 IRE F2.0	Event actions	Day-night mode LEDs: flash status LED, flash status LED while the rule is active MQTT: publish Notification: HTTP, HTTPS, TCP and email Overlay text Recordings SNMP traps Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share and email WDR mode External output activation via accessories using portcast technology
Shutter speed	1/19000 s to 1/5 s	Built-in installation aids	Pixel counter, level grid
Camera angle adjustment	Pan ±175°, tilt ±80°, rotation ±175° Can be directed in any direction and see the wall/ceiling	Analytics	
System on chip (SoC)		Applications	Included AXIS Object Analytics, AXIS Scene Metadata, AXIS Live Privacy Shield [®] , AXIS Video Motion Detection, active tampering alarm, audio detection Supported AXIS People Counter Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap
Model	CV25	AXIS Object Analytics	Object classes: humans, vehicles (types: cars, buses, trucks, bikes) Scenarios: line crossing, object in area, time in area, crossline counting, occupancy in area, motion in area, motion line crossing Up to 10 scenarios Other features: triggered objects visualized with color-coded bounding boxes, polygon include/exclude areas, perspective configuration, ONVIF motion alarm event
Memory	1024 MB RAM, 512 MB Flash	AXIS Scene Metadata	Object classes: humans, faces, vehicles (types: cars, buses, trucks, bikes), license plates Object attributes: vehicle color, upper/lower clothing color, confidence, position Audio data: audio level
Compute capabilities	Deep learning processing unit (DLPU)	Approvals	
Video		Product markings	CE, FCC, ICES, RCM, VCCI, BIS
Video compression	H.264 (MPEG-4 Part 10/AVC) Main and High Profiles H.265 (MPEG-H Part 2/HEVC) Motion JPEG	Supply chain	TAA compliant
Resolution	16:9: 1920x1080 (1080p) to 640x360 4:3: 1280x960 to 320x240	EMC	EN 55032 Class A, EN 55035, EN 61000-6-1, EN 61000-6-2 Australia/New Zealand: RCM AS/NZS CISPR 32 Class A Canada: ICES-3(A)/NMB-3(A) Japan: VCCI Class A Korea: KS C 9835, KS C 9832 Class A USA: FCC Part 15 Subpart B Class A
Frame rate	25/30 fps with power line frequency 50/60 Hz in H.264 and H.265 ^a	Safety	IEC/EN/UL 62368-1, IS 13252
Video streaming	Multiple, individually configurable streams in H.264, H.265 and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265	Environment	IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP42, IEC/EN 62262 IK08
WDR	WDR: Up to 120 dB depending on scene	Network	NIST SP500-267
Multi-view streaming	Up to 2 individually cropped out view areas in full frame rate	System integration	
Image settings	Saturation, contrast, brightness, sharpness, white balance, day/night threshold, exposure mode, exposure zones, compression, rotation: 0°, 90°, 180°, 270° including corridor format, mirroring, dynamic text and image overlay, privacy masks	Application Programming Interface	Open API for software integration, including VAPIX [®] , metadata and AXIS Camera Application Platform (ACAP); specifications at axis.com/developer-community . ACAP includes Native SDK One-click cloud connection ONVIF [®] Profile G, ONVIF [®] Profile M, ONVIF [®] Profile S, and ONVIF [®] Profile T, specifications at onvif.org
Image processing	Axis Zipstream, WDR, Lightfinder		
Pan/Tilt/Zoom	Digital PTZ		
Audio			
Audio features	Automatic gain control 10-band graphic equalizer for audio input Voice enhancer through portcast technology Speaker pairing		
Audio streaming	Two-way (full duplex)		
Audio input	Input through portcast technology		
Audio output	Output through speaker pairing or portcast technology		
Audio encoding	AAC-LC 8/16/32/44.1/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Opus 8/16/48 kHz, LPCM 48 kHz Configurable bitrate		
Network			
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPS ^b , HTTP/2, TLS ^b , QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP ^c , SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NIS, RTPS, RTCP, RTP, SRTP/RTSPS, TCP, UDP, IGMPv1/v2/v3, DHCPv4/v6, SSH, LLDP, CDP, MQTT v3.1.1, Secure syslog (RFC 3164/5424, UDP/TCP/TLS), Link-Local address (ZeroConf), IEEE 802.1X (EAP-TLS), IEEE 802.1AR		

Cybersecurity	ETSI EN 303 645
Cybersecurity	
Edge security	Software: Signed OS, brute force delay protection, digest authentication, password protection Hardware: Axis Edge Vault cybersecurity platform Secure element (CC EAL 6+), system-on-chip security (TEE), Axis device ID, secure keystore, signed video, secure boot, encrypted filesystem (AES-XTS-Plain64 256bit)
Network security	IEEE 802.1X (EAP-TLS) ^a , IEEE 802.1AR, HTTPS/HSTS ^b , TLS v1.2/v1.3 ^b , Network Time Security (NTS), X.509 Certificate PKI, IP address filtering
Documentation	<i>AXIS OS Hardening Guide</i> <i>Axis Vulnerability Management Policy</i> <i>Axis Security Development Model</i> AXIS OS Software Bill of Material (SBOM) To download documents, go to axis.com/support/cybersecurity/resources To read more about Axis cybersecurity support, go to axis.com/cybersecurity
General	
Casing	IP42 water- and dust-resistant (to comply with IP42, follow Installation Guide), IK08 impact-resistant, polycarbonate/ABS casing Encapsulated electronics Color: white NCS S 1002-B For repainting instructions, go to the product's support page. For information about the impact on warranty, go to axis.com/warranty-implication-when-repainting .
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 2 Typical 3.6 W, max 4.2 W
Connectors	Network: Shielded RJ45 10BASE-T/100BASE-TX PoE Audio: Audio and I/O connectivity via portcast technology
Storage	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com
Operating conditions	Temperature: 0 °C to 45 °C (32 °F to 113 °F) Humidity: 10–85% RH (non-condensing)
Storage conditions	Temperature: -40 °C to 65 °C (-40 °F to 149 °F) Humidity: 5–95% RH (non-condensing)

Dimensions	For the overall product dimensions, see the dimension drawing in this datasheet.
Weight	150 g (0.33 lb)
Box content	Camera, installation guide
Optional accessories	AXIS TM3812 Tamper Cover AXIS T61 Audio and I/O Interface Series Black casing Smoked dome AXIS Surveillance microSDXC™ Card For more accessories, go to axis.com/products/axis-m3085-v#accessories
System tools	AXIS Site Designer, AXIS Device Manager, product selector, accessory selector, lens calculator Available at axis.com
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese, Dutch, Czech, Swedish, Finnish, Turkish, Thai, Vietnamese
Warranty	5-year warranty, see axis.com/warranty
Part numbers	Available at axis.com/products/axis-m3085-v#part-numbers
Sustainability	
Substance control	PVC free, BFR/CFR free in accordance with JEDEC/ECA Standard JS709 RoHS in accordance with EU RoHS Directive 2011/65/EU and EN 63000:2018 REACH in accordance with (EC) No 1907/2006. For SCIP UIUID, see echa.europa.eu
Materials	Renewable carbon-based plastic content: 57% (recycled) Screened for conflict minerals in accordance with OECD guidelines To read more about sustainability at Axis, go to axis.com/about-axis/sustainability
Environmental responsibility	axis.com/environmental-responsibility Axis Communications is a signatory of the UN Global Compact, read more at unglobalcompact.org

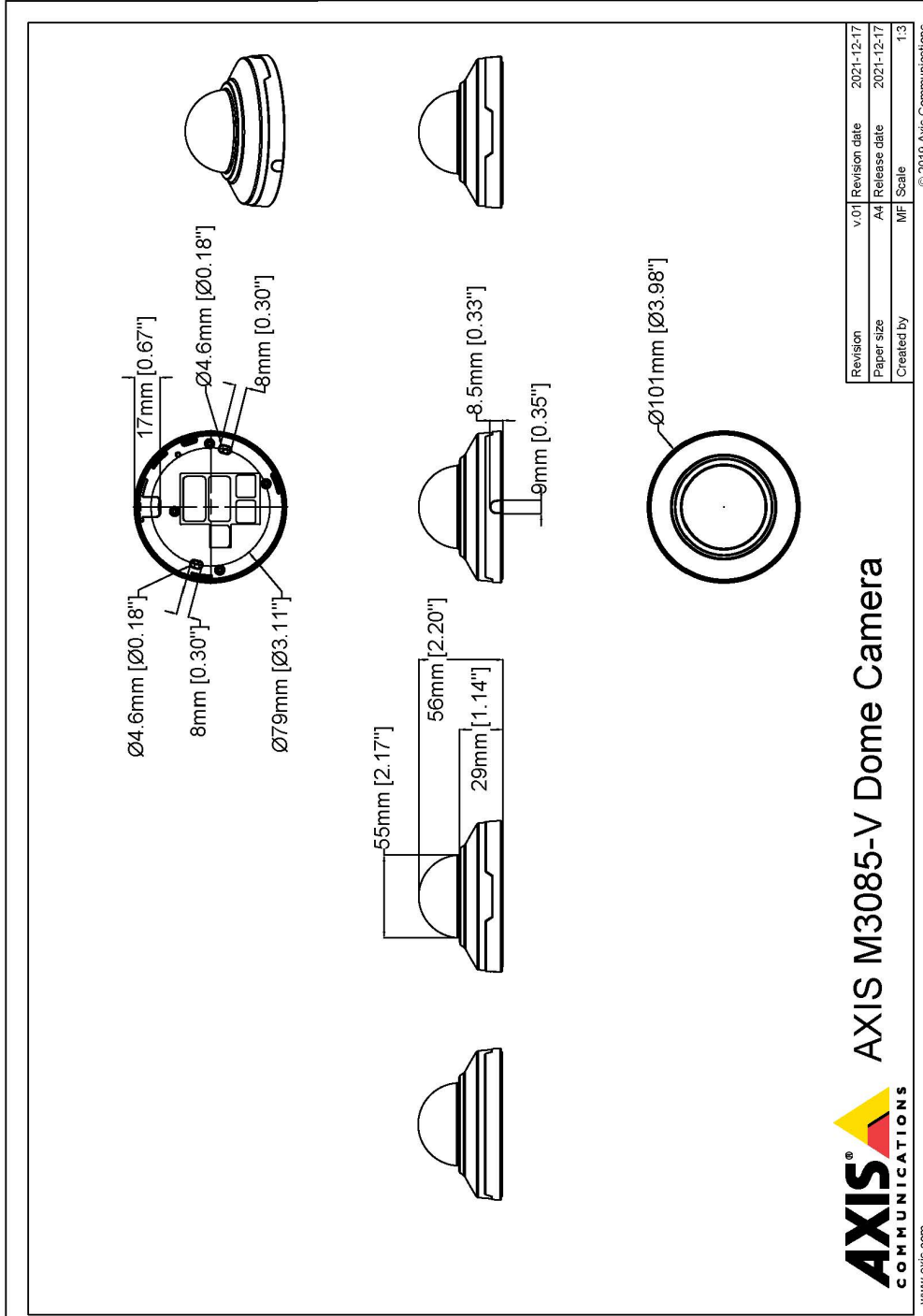
a. *Reduced frame rate in Motion JPEG*
b. *This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (openssl.org), and cryptographic software written by Eric Young (eyay@cryptsoft.com).*
c. *Available for download*

Detect, Observe, Recognize, Identify (DORI)

	DORI definition	Distance
Detect	25 px/m (8 px/ft)	45.6 m (149.6 ft)
Observe	63 px/m (19 px/ft)	18.1 m (59.4 ft)
Recognize	125 px/m (38 px/ft)	9.1 m (29.8 ft)
Identify	250 px/m (76 px/ft)	4.6 m (15.1 ft)

The DORI values are calculated using pixel densities for different use cases as recommended by the EN-62676-4 standard. The calculations use the center of the image as the reference point and consider lens distortion. The possibility to recognize or identify a person or object depends on factors such as object motion, video compression, lighting conditions, and camera focus. Use margins when planning. The pixel density varies across the image, and the calculated values can differ from the distances in the real world.

Dimension drawing



Highlighted capabilities

AXIS Object Analytics

AXIS Object Analytics is a preinstalled, multifeatured video analytics that detects and classifies humans, vehicles, and types of vehicles. Thanks to AI-based algorithms and behavioral conditions, it analyzes the scene and their spatial behavior within – all tailored to your specific needs. Scalable and edge-based, it requires minimum effort to set up and supports various scenarios running simultaneously.

Axis Edge Vault

Axis Edge Vault is the hardware-based cybersecurity platform that safeguards the Axis device. It forms the foundation that all secure operations depend on and offer features to protect the device's identity, safeguard its integrity and protect sensitive information from unauthorized access. For instance, secure boot ensures that a device can boot only with signed OS, which prevents physical supply chain tampering. With signed OS, the device is also able to validate new device software before accepting to install it. And the secure keystore is the critical building-block for protecting cryptographic information used for secure communication (IEEE 802.1X, HTTPS, Axis device ID, access control keys etc.) against malicious extraction in the event of a security breach. The secure keystore and secure connections are provided through a Common Criteria or FIPS 140 certified hardware-based cryptographic computing module.

Furthermore, signed video ensures that video evidence can be verified as untampered. Each camera uses its unique

video signing key, which is securely stored in the secure keystore, to add a signature into the video stream allowing video to be traced back to the Axis camera from where it originated.

To read more about Axis Edge Vault, go to axis.com/solutions/edge-vault.

Lightfinder

The Axis Lightfinder technology delivers high-resolution, full-color video with a minimum of motion blur even in near darkness. Because it strips away noise, Lightfinder makes dark areas in a scene visible and captures details in very low light. Cameras with Lightfinder discern color in low light better than the human eye. In surveillance, color may be the critical factor to identify a person, an object, or a vehicle.

Zipstream

The Axis Zipstream technology preserves all the important forensic in the video stream while lowering bandwidth and storage requirements by an average of 50%. Zipstream also includes three intelligent algorithms, which ensure that relevant forensic information is identified, recorded, and sent in full resolution and frame rate.

For more information, see axis.com/glossary

Datasheet



AXIS P3738-PLE Panoramic Camera

4x 4K multidirectional with deep learning

This multidirectional camera offers four channels with 4K per channel to deliver excellent overviews and detailed coverage. It includes 360° IR illumination for clear, reflection-free footage and excellent image quality even in low light or complete darkness. This flexible camera offers various mounting options. For instance, it can be recessed mounted for discreet surveillance or mounted in ceilings for complete 360° coverage. With highly efficient power consumption, it ensures lower operating costs. It also supports powerful analytics based on deep learning. Furthermore, Axis Edge Vault, a hardware-based cybersecurity platform, guarantees the device's integrity and protects it from unauthorized access.

- > [4x 4K at 15 fps per channel](#)
- > [360° IR illumination with individually controlled LEDs](#)
- > [Flexible mounting options](#)
- > [Support for advanced analytics](#)
- > [Axis Edge Vault safeguards the device](#)



Onvif | **GMST**

AXIS P3738-PLE Panoramic Camera

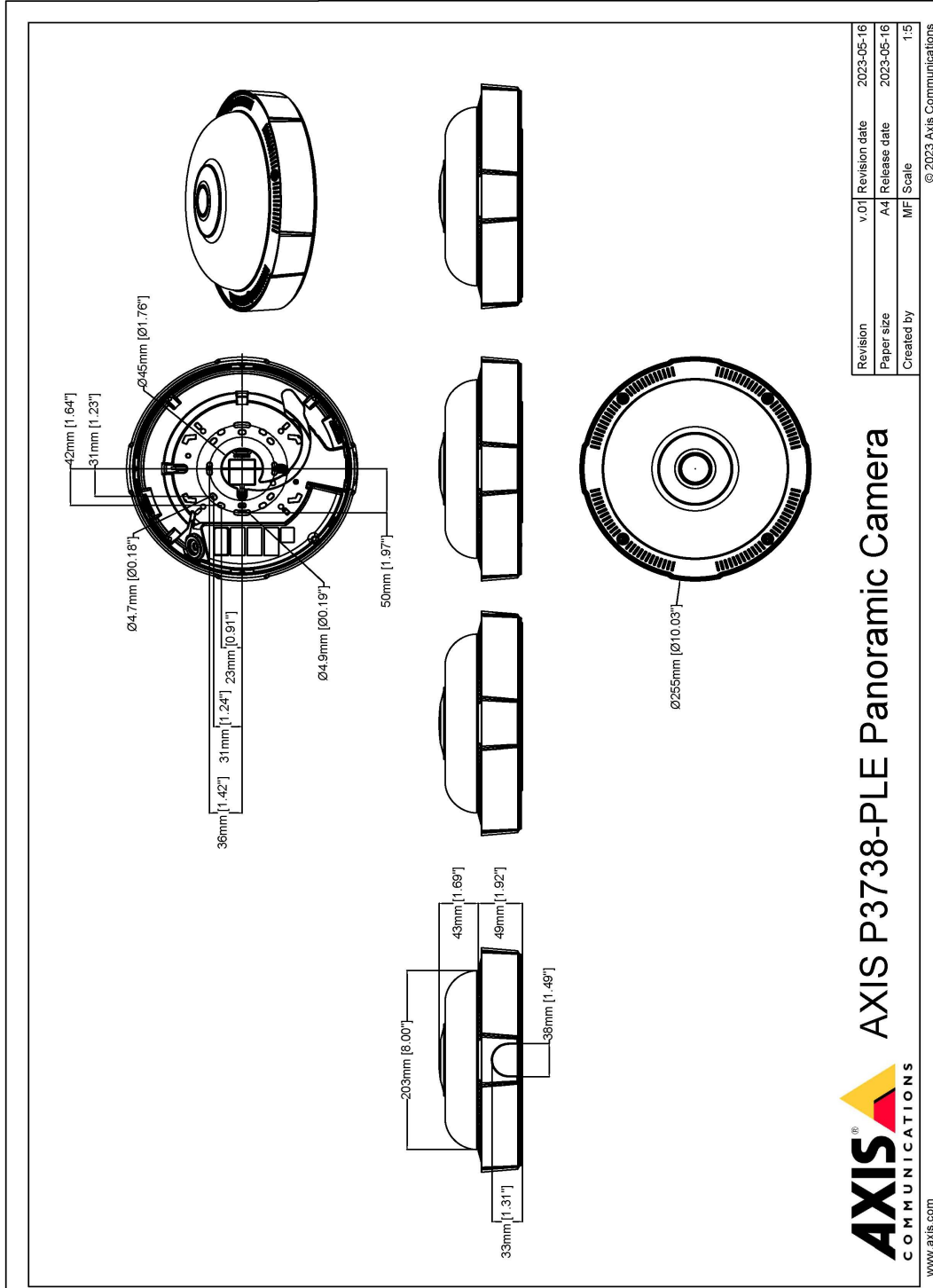
Camera		ONVIF® Profile G, ONVIF® Profile M, ONVIF® Profile S, and ONVIF® Profile I, specifications at onvif.org
Image sensor	4x 1/2.8" progressive scan RGB CMOS Pixel size: 1.45 µm	Video management systems Compatible with AXIS Companion, AXIS Camera Station, video management software from Axis' Application Development Partners available at axis.com/vms
Lens	Varifocal, 3.2–8.1 mm, F1.9–3.2 Horizontal field of view: 108°–40° Vertical field of view: 55°–23° Diagonal field of view: 131°–46° Minimum focus distance: 0.5 m (1.6 ft) Fixed iris, IR corrected, remote zoom and focus	
Day and night	Automatic IR-cut filter	Onscreen controls Autofocus Video streaming indicator IR illumination Privacy masks Media clip
Minimum illumination	Color: 0.19 lux at 50 IRE, F1.9 B/W: 0 lux at 50 IRE, F1.9 0 lux with IR illumination on	
Shutter speed	WDR on: 1/8000 s to 2 s WDR off: 1/16000 s to 2 s	Edge-to-edge Speaker pairing
Camera angle adjustment	Pan ±90°, tilt +25 to +95°, rotation -5° to +95°, twist ±20°	
System on chip (SoC)		Event conditions Device status: above operating temperature, above or below operating temperature, below operating temperature, within operating temperature, IP address removed, new IP address, network lost, system ready, live stream active, casing open Edge storage: recording ongoing, storage disruption, storage health issues detected I/O: manual trigger, virtual input MQTT: stateless Scheduled and recurring: schedule Video: average bitrate degradation, day-night mode, tampering
Model	ARTPEC-8	
Memory	4096 MB RAM, 8192 MB Flash	Event actions Day-night mode Illumination: use lights, use lights while the rule is active MQTT: publish Notification: HTTP, HTTPS, TCP, and email Overlay text Recordings: record, record while the rule is active SNMP traps: send, send while the rule is active Status LED: flash, flash while the rule is active Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share, and email
Compute capabilities	Deep learning processing unit (DLPU)	
Video		Built-in installation aids Remote zoom and focus, pixel counter, barrel distortion correction
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG	
Resolution	4x 3840x2160 (4x 4K) to 4x 320x180	Analytics
Frame rate	Up to 12.5/15 fps (50/60 Hz) in all resolutions	
Video streaming	Multiple, individually configurable streams in H.264, H.265 and Motion JPG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265 Low latency mode Video streaming indicator	Applications Included AXIS Object Analytics, AXIS Scene Metadata, AXIS Video Motion Detection, active tampering alarm Supported Support for AXIS Camera Application Platform enabling installation of third-party applications, see axis.com/acap
Signal-to-noise ratio	>55 dB	
WDR	Forensic WDR: Up to 120 dB depending on scene	Multisensor analytics 4 channels analytics support ⁵
Noise reduction	Spatial filter (2D noise reduction) Temporal filter (3D noise reduction)	
Image settings	Saturation, contrast, brightness, sharpness, white balance, day/night threshold, local contrast, tone mapping, exposure mode, exposure zones, barrel distortion correction, compression, rotation: 0°, 90°, 180°, 270° including corridor format, mirroring, text and image overlay, dynamic text and image overlay, privacy masks, polygon privacy mask	AXIS Object Analytics Object classes: humans, vehicles (types: cars, buses, trucks, bikes, other) Scenarios: line crossing, object in area, time in area, crossline counting, occupancy in area Up to 8 scenarios Other features: triggered objects visualized with trajectories, and color-coded bounding boxes and tables Polygon include/exclude areas Perspective configuration ONVIF Motion Alarm event
Image processing	Forensic WDR, Lightfinder, OptimizedIR	
Audio		AXIS Scene Metadata Object classes: humans, faces, vehicles (types: cars, buses, trucks, bikes), license plates Confidence, position Object attributes: vehicle color, upper/lower clothing color, confidence, position
Audio input/output	Audio features through portcast technology: two-way audio connectivity with AXIS T61 Mk II	
Audio streaming	Two-way (half duplex, full duplex) via network speaker pairing technology	Approvals
Network		
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPS ² , HTTP/2, TLS ² , QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP ³ , SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NIS, RTSP, RTP, SRTP/RTSPS, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SSH, LLDP, CDP, MQTT v3.1.1, Secure syslog (RFC 3164/5424, UDP/TCP/TLS), Link-Local address (ZeroConf), IEEE 802.1X (EAP-TLS), IEEE 802.1AR	Product markings CSA, UL/cUL, UKCA, CE, KC, EAC, VCCI, RCM
System integration		
Application Programming Interface	Open API for software integration, including VAPIX®, metadata and AXIS Camera Application Platform (ACAP); specifications at axis.com/developer-community . ACAP includes Native SDK and Computer Vision SDK. One-click cloud connection	Supply chain TAA compliant
		EMC CISPR 35, CISPR 32 Class A, EN 55035, EN 55032 Class A, EN 50121-4, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2 Australia/New Zealand: RCM AS/NZS CISPR 32 Class A Canada: ICES-3(A)/NMB-3(A) Japan: VCCI Class A Korea: KS C 9835, KS C 9832 Class A USA: FCC Part 15 Subpart B Class A Railway: IEC 62236-4

Safety	CAN/CSA C22.2 No. 62368-1 ed. 3, IEC/EN/UL 62368-1 ed. 3, IEC/EN 62471 risk group exempt, IS 13252, RCM AS/NZS 62368.1:2022,
Environment	IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP66/IP67, IEC/EN 62262 IK09, ISO 21207 (Method B), MIL-STD-810H (Method 501.7, 502.7, 505.7 506.6, 507.6 509.7, 512.6), NEMA 250 Type 4X, NEMA TS 2 (2.2.7-2.2.9), VDMA 24364
Network	NIST SP500-267, IPv6 USGv6
Cybersecurity	ETSI EN 303 645, FIPS 140
Cybersecurity	
Edge security	Software: Signed OS, brute force delay protection, digest authentication, password protection Hardware: Axis Edge Vault cybersecurity platform TPM 2.0 (CC EAL4+, FIPS 140-2 Level 2), secure element (CC EAL 6+), system-on-chip security (TEE), Axis device ID, secure keystore, signed video, secure boot, encrypted filesystem (AES-XTS-Plain64 256bit)
Network security	IEEE 802.1X (EAP-TLS) ^a , IEEE 802.1AR, HTTPS/HSTS ^b , TLS v1.2/v1.3 ^a , Network Time Security (NTS), X.509 Certificate PKI, host-based firewall
Documentation	<i>AXIS OS Hardening Guide</i> <i>Axis Vulnerability Management Policy</i> <i>Axis Security Development Model</i> AXIS OS Software Bill of Material (SBOM) To download documents, go to axis.com/support/cybersecurity/resources To read more about Axis cybersecurity support, go to axis.com/cybersecurity
General	
Casing	IP66-, IP67-, NEMA 4X- and IK09-rated Polycarbonate hard-coated dome Aluminum and plastic casing, polycarbonate (PC) dome Color: white NCS S 1002-B For repainting instructions, go to the product's support page. For information about the impact on warranty, go to axis.com/warranty-implication-when-repainting .
Mounting	Mounting bracket with junction box holes (double-gang, single-gang, 4" square, and 4" octagon) ½" (M20) conduit side entry
Power	Power over Ethernet (PoE) IEEE 802.3at Type 2 Class 4 IR illumination on: typical 14.98 W, max 25.50 W IR illumination off: typical 8.92 W, max 14.70 W
Connectors	Network: Shielded RJ45 10BASE-T/100BASE-TX/1000BASE-T PoE
IR illumination	Optimized IR with power-efficient, long-life 850 nm IR LEDs Range of reach 15m (49.2 ft) or more depending on the scene
Storage	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Recording to network-attached storage (NAS)

	For SD card and NAS recommendations see axis.com
Operating conditions	-30°C to 50 °C (-22 °F to 122 °F) Humidity 10–100% RH (condensing) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C(165 °F)
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5–95% RH (non-condensing)
Dimensions	For the overall product dimensions, see the dimension drawing in this datasheet. Effective Projected Area (EPA): 0.022 m ² (0.24 ft ²)
Weight	2 kg (4.4 lb)
Box content	Camera, installation guide, connector guard, cable gaskets
Optional accessories	AXIS TP3105-E Pendant Kit Black, AXIS TP3204-E Recessed Mount, AXIS TP3832-E Dome Smoked, AXIS TP3833-E Dome Casing Black, AXIS T94N01D Pendant Kit, AXIS TP3004-E Wall Mount Black, AXIS T8415 Wireless Installation Tool AXIS Surveillance Cards For more accessories, go to axis.com/products/axis-p3738-ple#accessories
System tools	AXIS Site Designer, AXIS Device Manager, product selector, accessory selector, lens calculator Available at axis.com
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese, Dutch, Czech, Swedish, Finnish, Turkish, Thai, Vietnamese
Warranty	5-year warranty, see axis.com/warranty
Part numbers	Available at axis.com/products/axis-p3738-ple#part-numbers
Sustainability	
Substance control	PVC free, BFR/CFR free in accordance with JEDEC/ECA Standard JS709 RoHS in accordance with EU RoHS Directive 2011/65/EU ^j and EN 63000:2018 REACH in accordance with (EC) No 1907/2006. For SCIP UUIID, see echa.europa.eu
Materials	Renewable carbon-based plastic content: 17% (recycled: 9%, bio-based: 1%, carbon capture based: 7%) Screened for conflict minerals in accordance with OECD guidelines To read more about sustainability at Axis, go to axis.com/about-axis/sustainability
Environmental responsibility	axis.com/environmental-responsibility Axis Communications is a signatory of the UN Global Compact, read more at unglobalcompact.org

a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (opnssl.org), and cryptographic software written by Eric Young (ey@cryptsoft.com).
b. For more information, go to the User manual on axis.com.

Dimension drawing



Highlighted capabilities

AXIS Object Analytics

AXIS Object Analytics is a preinstalled, multifeatured video analytics that detects and classifies humans, vehicles, and types of vehicles. Thanks to AI-based algorithms and behavioral conditions, it analyzes the scene and their spatial behavior within – all tailored to your specific needs. Scalable and edge-based, it requires minimum effort to set up and supports various scenarios running simultaneously.

Axis Edge Vault

Axis Edge Vault is the hardware-based cybersecurity platform that safeguards the Axis device. It forms the foundation that all secure operations depend on and offer features to protect the device's identity, safeguard its integrity and protect sensitive information from unauthorized access. For instance, secure boot ensures that a device can boot only with signed OS, which prevents physical supply chain tampering. With signed OS, the device is also able to validate new device software before accepting to install it. And the secure keystore is the critical building-block for protecting cryptographic information used for secure communication (IEEE 802.1X, HTTPS, Axis device ID, access control keys etc.) against malicious extraction in the event of a secu-

urity breach. The secure keystore and secure connections are provided through a Common Criteria or FIPS 140 certified hardware-based cryptographic computing module.

Furthermore, signed video ensures that video evidence can be verified as untampered. Each camera uses its unique video signing key, which is securely stored in the secure keystore, to add a signature into the video stream allowing video to be traced back to the Axis camera from where it originated.

To read more about Axis Edge Vault, go to axis.com/solutions/edge-vault.

Zipstream

The Axis Zipstream technology preserves all the important forensic in the video stream while lowering bandwidth and storage requirements by an average of 50%. Zipstream also includes three intelligent algorithms, which ensure that relevant forensic information is identified, recorded, and sent in full resolution and frame rate.

For more information, see axis.com/glossary

SCHEDULE OF PRICES

1. EQUIPMENT

Pursuant to this Exhibit B (Schedule of Prices) and Section 5 (Contract Sum) of the Contract and for the work described in Exhibit A (Scope of Work), Attachment 1 (LMR System Site Scope), and Attachment 2 (Hardware/Software Specifications) of the Contract, Contractor will submit an invoice for equipment based on the amounts (inclusive of California State Sales Tax of 10.25%) and quantities set forth in [Line Items Nos. 1 through 44](#) in the respective Price Schedule Tables detailed in this Exhibit B (Schedule of Prices).

2. INSTALLATION WORK

Pursuant to this Exhibit B (Schedule of Prices) and Section 5 (Contract Sum) of the Contract, Contractor will submit invoices for installation work described in this Exhibit B (Schedule of Prices), Exhibit A (Scope of Work), Attachment 1 (LMR System Site Scope), and Attachment 2 (Hardware/Software Specifications) as installation work is completed on a per site basis as follows:

- Forty-one (41) building access sites and fifty-five (55) camera sites (less tower work) for a total site makeup of ninety-six (96) sites, which results in a per site installation cost of \$3,412 ($\$327,519.15 / 96 \text{ sites} = \$3,412$). Refer to [Line Item No. 45](#) in the table titled Installation Costs for Fifty-Five (55) LMR System Sites detailed in this Exhibit B (Schedule of Prices).
- Forty-two (42) camera sites (with tower work), which results in a per site installation cost of \$8,389 ($\$352,332.83 / 42 \text{ sites} = \$8,389$). Refer to [Line Item No. 46](#) in the table titled Installation Costs for Fifty-Five (55) LMR System Sites detailed in this Exhibit B (Schedule of Prices).

3. RETENTION

Pursuant to this Exhibit B (Schedule of Prices) and Section 5 (Contract Sum) of the Contract and for the work described in Exhibit A (Scope of Work), Attachment 1 (LMR System Site Scope), and Attachment 2 (Hardware/Software Specifications) of the Contract, upon completion of all installation work as approved by the Authority, Contractor will submit an invoice for the five (5) percent "Retention" amounts set forth in [Line Items Nos. 45 and 46](#) in the table titled Installation Costs for Fifty-Five (55) LMR System Sites detailed in this Exhibit B (Schedule of Prices).

4. CONFIGURATION, TRAINING, TRAVEL EXPENSES

Pursuant to this Exhibit B (Schedule of Prices) and Section 5 (Contract Sum) of the Contract and for the work described in Exhibit A (Scope of Work), Attachment 1 (LMR System Site Scope), and Attachment 2 (Hardware/Software Specifications) of the Contract, upon completion of configuration work, training and travel, Contractor will submit an invoice for amounts and quantities set forth in [Line Items Nos. 47 through 50](#) in the respective Price Schedule Tables detailed in this Exhibit B (Schedule of Prices).

5. EQUIPMENT AND SUPPLIES PRICE SCHEDULE TABLES

ENTRY CONTROL UNIT WITH KEYPAD AND PROXY READER FOR BUILDING ACCESS						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
1.	D-PK-ECULN-12001.00003 ECU LAN -48V e/w 12&24V out, Proxy & Keypad Support,GI,TTL	41	\$946.00	7.50	\$875.05	\$35,877.05
2.	D-PK-BAPKP-12001.00001 Bldg Access Panel with Keypad and Proxy Reader	41	\$347.00	7.50	320.98	\$13,160.18
3.	D-SVC-CATAX-12001.00001 California State Sales Tax	1	\$5,026.31	--	--	\$5,026.31
SUBTOTAL:						\$54,063.54

DOOR ACCESSORIES FOR BUILDING ACCESS						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
4.	D-PK-DRHDL-12002.00001 BEST 45HW7DEU-3J-630 Mortise Lock, Fail Secure	41	\$1,475.00	7.50	\$1,364.38	\$55,939.58
5.	D-PR-599-10A-00 Indoor Motion Sensor, TRex, Kantech P/N # T.Rex -LT	41	\$108.00	7.50	320.98	\$4,095.30
6.	D-SVC-CATAX-12001.00001 California State Sales Tax	1	\$6,153.64	--	--	\$6,153.64
SUBTOTAL:						\$66,189.12

BUILDING ACCESS FOR MODULE FOR TMON LNX 9271						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
7.	D-SK-156-10A-00 Building Access System (BAS) - Support Module, #88	1	\$5,180.00	--	--	\$5,180.00
SUBTOTAL:						\$5,180.00

BUILDING ACCESS FOR MODULE FOR TMON LNX 9272						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
8.	D-SK-156-10A-00 Building Access System (BAS) - Support Module, #88	1	\$5,180.00	--	--	\$5,180.00
SUBTOTAL:						\$5,180.00

KEYFOB OR PROXIMITY CARDS						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
9.	D-PK-PROXI-12012.00001 HID Proximity Keyfob III - 100 pack	1	\$550.00	--	--	\$550.00
10.	D-PR-534-10A-10 Proximity Cards for HID Thinline II, NON-PRINTABLE, 100 Pack	1	\$275.00	--	--	\$275.00
11.	D-SVC-CATAX-12001.00001 California State Sales Tax	1	\$84.56	--	--	\$84.56
SUBTOTAL:						\$909.56

PTZ SECURITY CAMERAS						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
12.	D-PK-AXISC-12006.00001 AXI: Q6075-E60HZ PTZ Network Camera	36	\$3,499.75	7.50	\$3,237.27	\$116,541.72
13.	D-PK-AXISC-12013.00001 AXI: T91G61 Wall Mount	36	\$232.50	7.50	\$215.06	\$7,742.16
14.	D-PK-AXISC-12011.00001 AXI: T94A01D Pendant Kit	36	\$62.75	7.50	\$58.04	\$2,089.44
15.	D-PK-AXISC-12003.00001 AXI: T91B57 Pole Mount, Grey	36	\$158.25	7.50	\$146.38	\$5,269.68
16.	D-SVC-CATAX-12001.00001 California State Sales Tax	1	\$13,493.41	--	--	\$13,493.41
SUBTOTAL:						\$145,136.41

FIXED SECURITY CAMERAS						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
17.	D-PK-AXISC-12001.00001 AXI: M3215-LVE 2MP Dome Camera	66	\$618.25	7.50	\$571.88	\$37,744.08
18.	D-PK-AXISC-12012.00001 AXI: T91E61 Wall Mount, Indoor/Outdoor	66	\$52.00	7.50	\$48.10	\$3,174.60
19.	D-PK-AXISC-12008.00001 AXI: TP3103-E Pendant Kit	66	\$83.75	7.50	\$77.47	\$5,113.02
20.	D-SVC-CATAX-12001.00001 California State Sales Tax	1	\$4,718.25	--	--	\$4,718.25
SUBTOTAL:						\$50,749.95

FIXED SECURITY CAMERA INDOOR						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
21.	D-PK-AXISC-12014.00001 AXI: M3085-V 2MP Dome Camera	63	\$317.25	7.50	\$293.46	\$18,487.98
22.	D-PK-AXISC-12015.00001 AXIS:T94B01P Conduit Back Box	63	\$30.75	7.50	\$28.44	\$1,791.72
23.	D-SVC-CATAX-12001.00001 California State Sales Tax	1	\$2,078.67	--	--	\$2,078.67
SUBTOTAL:						\$22,358.37

PANORAMIC CAMERAS						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
24.	D-PK-AXISC-12016.00001 AXI:P3738-PLE Panoramic Camera	25	\$2,014.50	5.00	\$1,913.78	\$47,844.50
25.	D-PK-AXISC-12017.00001 AXI:T91D62 Telescopic Parapet Mount	25	\$402.25	5.00	\$382.14	\$9,553.50
26.	D-PK-AXISC-12019.00001 AXI:T94N01D Pendant Kit	25	\$105.00	5.00	\$99.75	\$2,493.75
27.	D-SVC-CATAX-12001.00001 California State Sales Tax	1	\$6,138.90	--	--	\$6,138.90
SUBTOTAL:						\$66,030.65

NVR AND FIX MONITOR						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
28.	D-PK-AXISC-12004.00001 AXI: S2208 Camera Station Recorder, 4TB	48	\$2,651.00	7.50	\$2,452.18	\$117,704.64
29.	D-PK-MSCEQ-12013.00001 Space Vented Utility Shelf	48	\$58.00	7.50	\$53.65	\$2,575.20
30.	D-PK-AXISC-12010.00001 LG:22" FHD LCD Monitor	44	\$113.75	7.50	\$105.22	\$4,629.68
31.	D-PK-MSCEQ-12012.00001 Universal LCD Monitor Wall Mount	44	\$70.00	7.50	\$64.75	\$2,849.00
32.	D-PK-AXISC-12021.00001 LOG: Wireless Keyboard/Mouse Combo	44	\$34.25	7.50	\$31.68	\$1,393.92
33.	D-PK-AXISC-12018.00001 AXI:512GB Micro SDXC Card	7	\$216.00	--	--	\$1,512.00
34.	D-SVC-CATAX-12001.00001 California State Sales Tax	1	\$13,393.11	--	--	\$13,393.11
SUBTOTAL:						\$144,057.55

AXIS CAMERA WARRANTY				
Line Item	Part No./Description	Qty.	Price	Total
35.	D-SVC-123-10A.01205 AXIS Camera PM and Warranty	1	\$8,093.25	\$8,093.25
SUBTOTAL:				\$8,093.25

SHIPPING FEDEX GROUND TO LOS ANGELES, CA				
Line Item	Part No./Description	Qty.	Price	Total
36.	D-SVC-250-10A-00 Shipping	1	\$15,969.86	\$15,969.86
SUBTOTAL:				\$15,969.86

OPTIONAL SPARE CAMERA						
Line Item	Part No./Description	Qty.	Price	Discount %	Discount Price	Total
37.	D-PK-AXISC-12006.00001 AXI: Q6075-E60HZ PTZ Network Camera	1	\$3,499.75	7.50	\$3,237.27	\$3,237.27
38.	D-PK-AXISC-12001.00001 AXI: M3215-LVE 2MP Dome Camera	1	\$618.25	7.50	\$571.88	\$571.88
39.	D-PK-AXISC-12014.00001 AXI: M3085-V 2MP Dome Camera	1	\$317.25	7.50	\$293.46	\$293.46
40.	D-PK-AXISC-12016.00001 AXI:P3738-PLE Panoramic Camera	1	\$2,014.50	7.50	\$1,863.41	\$1,863.41
41.	D-SVC-CATAX-12001.00001 California State Sales Tax	1	\$611.52	--	--	\$611.52
SUBTOTAL:						\$6,577.54

OTHER EQUIPMENT AND SUPPLIES				
Line Item	Part No./Description	Qty.	Price	Total
42.	D-SVC-123-10A.01206 Wire and Equipment (55 sites)	55	\$1,051.52	\$57,833.60
43.	D-SVC-123-10A.01210 Supplies & Materials (55 sites)	55	\$1,285.36	\$70,694.80
44.	D-SVC-CATAX-12001.00001 California State Sales Tax	1	\$13,174.16	\$13,174.16
SUBTOTAL:				\$141,702.56

6. INSTALLATION PRICE SCHEDULE TABLE

INSTALLATION COSTS FOR FIFTY-FIVE (55) LMR SYSTEM SITES					
Line Item	Part No./Description	Qty.	Price	Retention 5%	Total (Less Retention)
45.	D-SVC-123-10A.01207 Non-Tower Labor Site	1	\$327,519.15	\$16,375.96	\$311,143.19
46.	D-SVC-123-10A.01208 Installation Labor for towers only (camera)	1	\$352,332.83	\$17,616.64	\$334,716.19
SUBTOTAL:			\$679,851.98	\$33,992.60	\$645,859.38

7. CONFIGURATION PRICE SCHEDULE TABLE

FACTORY BASE CONFIGURATION				
Line Item	Part No./Description	Qty.	Price	Total
47.	D-SVC-114-10A-00 Factory Based Technical Turn up Assistance (Hours) Remote	80	\$193.00	\$15,440.00
SUBTOTAL:				\$15,440.00

8. ON-SITE TRAINING PRICE SCHEDULE TABLE

BUILDING ACCESS SYSTEM ON-SITE TRAINING LOS ANGELES CALIFORNIA (END OF PROJECT)				
Line Item	Part No./Description	Qty.	Price	Total
48.	D-SVC-107-FTR-01 Per Day Formal Training session at client site	4	\$1,548.00	\$6,192.00
49.	D-SVC-131-10A-00 Travel and Expenses	1	\$2,560.00	\$2,560.00
SUBTOTAL:				\$8,752.00

9. TRAVEL EXPENSES FOR CATALINA PRICE SCHEDULE TABLE

TRAVEL EXPENSES FOR CATALINA				
Line Item	Part No./Description	Qty.	Price	Total
50.	D-SVC-131-10A-00 Travel and Expenses for Installation for Catalina	1	\$7,373.40	\$7,373.40
SUBTOTAL:				\$7,373.40

10. SCHEDULE OF PRICES SUMMARY TABLE

SCHEDULE OF PRICES SUMMARY		
Line Item	Description	Total
1.	Equipment Costs for a total of Fifty-Five (55) Sites pursuant to Exhibit A (Scope of Work), Attachment 1 (LMR System Site Scope), and Attachment 2 (Hardware/Software Specifications) (Line Item Nos. 1-44)	\$732,198.36
2.	Installation Costs for a total of Fifty-Five (55) Sites pursuant to Exhibit A (Scope of Work), Attachment 1 (LMR System Site Scope), and Attachment 2 (Hardware/Software Specifications) (Line Item Nos. 45-46)	\$679,851.98
3.	Factory Base Configuration (Line Item No. 47)	\$15,440.00
4.	Building Access System On-Site Training (Line Item Nos. 48-49)	\$8,752.00
5.	Travel Expenses for Catalina Installation (Line Item No. 50)	\$7,373.40
TOTAL NOT-TO-EXCEED AMOUNT:		\$1,443,615.74

AUTHORITY'S ADMINISTRATION

AUTHORITY'S EXECUTIVE DIRECTOR:

Name: Scott Edson
Title: Executive Director
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (323) 881-8281
E-mail Address: scott.edson@la-rics.org

AUTHORITY'S PROJECT DIRECTOR:

Name: Ted Pao
Title: Chief Technology Officer (Authority Project Director)
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (323) 881-8028
E-mail Address: tpao@lasd.org

AUTHORITY'S PROJECT MANAGER:

Name: Justin Compito
Title: IT Manager (Authority Project Manager)
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (703) 674-7894
E-mail Address: jcompito.consultant@isd.lacounty.gov

AUTHORITY'S CONTRACT ANALYST:

Name: Melissa Saradpon
Address: 2525 Corporate Place, Suite 200
Monterey Park, CA 91754
Telephone: (323) 881-8289
E-mail Address: Melissa.Saradpon@la-rics.org

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: [Click or tap here to enter text.](#)

CONTRACTOR'S PROJECT MANAGER:

Name: [Click or tap here to enter text.](#)
Title: [Click or tap here to enter text.](#)
Address: [Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
Telephone: [Click or tap here to enter text.](#)
E-mail Address: [Click or tap here to enter text.](#)

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: [Click or tap here to enter text.](#)
Title: [Click or tap here to enter text.](#)
Address: [Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
Telephone: [Click or tap here to enter text.](#)
E-mail Address: [Click or tap here to enter text.](#)

Name: [Click or tap here to enter text.](#)
Title: [Click or tap here to enter text.](#)
Address: [Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
Telephone: [Click or tap here to enter text.](#)
E-mail Address: [Click or tap here to enter text.](#)


NOTICES TO CONTRACTOR:

Name: [Click or tap here to enter text.](#)
Title: [Click or tap here to enter text.](#)
Address: [Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
Telephone: [Click or tap here to enter text.](#)
E-mail Address: [Click or tap here to enter text.](#)

SAFELY SURRENDERED BABY LAW

**THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.**

Any fire station. Any hospital. Any time.

1.877.222.9723  BabySafeLA.org

No shame | No blame | No names

Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1** Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2** You must leave your newborn with a fire station or hospital employee.
- 3** You don't have to provide your name.
- 4** You will only be asked to voluntarily provide a medical history.
- 5** You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

**ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.**

**1.877.222.9723
BabySafeLA.org**

**THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.**



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

November 7, 2024

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

Dear Directors:

DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 5 TO THE FREQUENCY LICENSING COORDINATION SERVICES AGREEMENT

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 5 to the Agreement for Frequency Licensing Coordination Services (Agreement) with the Association of Public-Safety Communications Officials International, Inc. (APCO), to extend the term of the Agreement from January 1, 2025 to June 30, 2025 for continued frequency licensing services for the Authority's Land Mobile Radio (LMR) System with no additional increase in cost.

RECOMMENDED ACTION

It is recommended that your Board:

Delegate authority to the Executive Director to execute Amendment No. 5 in substantially similar form to the Enclosure, to extend the term of the Agreement for Frequency Licensing Coordination Services (Agreement) with the Association of Public-Safety Communications Officials International, Inc. (APCO) commencing on January 1, 2025 to June 30, 2025, with no additional increase in cost, for continued frequency licensing services for the Authority's LMR System.

BACKGROUND

On November 5, 2015, your Board awarded an Agreement to Provide Frequency Licensing Coordination Services (Agreement) to the Association of Public-Safety

AGENDA ITEM K

Communications Officials International, Inc. (APCO) for frequency licensing coordination services.

On November 2, 2023, your Board approved Amendment No. 4 to the Agreement to extend the Agreement term for continued frequency licensing services at no additional increase in the contract cost for the period of November 23, 2023 to December 31, 2024.

APCO is certified by the Federal Communications Commission (FCC) as a public safety coordinator and is also the only organization that provides full frequency management services for public safety agencies that would meet the Authority's frequency licensing needs such as ensuring all UHF T-Band frequencies under the Authority's Land Mobile Radio (LMR) Agreement are licensed in an expeditious manner.

The Authority requires APCO's continued frequency licensing services and as the only organization that provides these services, the Authority presents this Amendment No. 5 to extend the Agreement's term to your Board for approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to ensure that all frequencies on the Authority's LMR System continue to be licensed in an expeditious manner by the only organization that is certified by the FCC to do so.

If there is additional frequency licensing work to be performed by APCO on or after June 30, 2025 and/or additional funds are needed, Authority staff will return to your Board to request for an extension to the contract and/or additional funds.

FISCAL IMPACT/FINANCING

There is no additional fiscal impact with the recommended action. On November 5, 2015, your Board approved the Agreement with APCO for a not-to-exceed amount of \$1,000,000. The contract balance is sufficient to cover the term extension in the recommended action through June 30, 2025 funded by the Urban Areas Security Initiative (UASI) 2023 grant or by the California State Budget Act funds of 2022 contained in LA-RICS' Adopted Fiscal Year 2024-25 Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action and approved as to form.

CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", written in a cursive style.

SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

cc: Counsel to the Authority

**AMENDMENT NUMBER FIVE
TO AGREEMENT TO PROVIDE
FREQUENCY LICENSING COORDINATION SERVICES**

This Amendment Number Five is entered into by and between the Association of Public-Safety Communications Officials International, Inc. ("APCO") and the Los Angeles Regional Interoperable Communications System Authority ("Authority"), effective as of _____, 2024, based on the following recitals:

RECITALS

WHEREAS, the Authority and APCO entered into an agreement for frequency licensing coordination services dated November 23, 2015 (together with all exhibits, attachments, and schedules thereto, the "Agreement") to ensure that all frequencies under the Authorities LMR Agreement are licensed expeditiously; and

The Agreement has been previously amended by Amendment Number One, effective May 15, 2020, to extend the term of the Agreement for an additional one (1) year option from November 23, 2020 to November 22, 2021.

The Agreement has been previously amended by Amendment Number Two, effective June 24, 2021, to extend the term of the Agreement for an additional one (1) year option from November 23, 2021 to November 22, 2022.

The Agreement has been previously amended by Amendment Number Three, effective June 14, 2022, to extend the term of the Agreement for an additional one (1) year option from November 23, 2022 to November 22, 2023.

The Agreement has been previously amended by Amendment Number Four, effective November 9, 2023, to extend the term of the Agreement for an additional term option from November 23, 2023 to December 31, 2024.

WHEREAS, the Authority requires additional frequency licensing services beyond the agreement expiration date of December 31, 2024, and APCO is the only organization recognized by the Federal Communications Commission (FCC) that provides full frequency management services for public safety agencies.

WHEREAS, APCO is amenable to extend the term of the Agreement in order to continue providing the Authority with frequency licensing services.

WHEREAS, APCO and the Authority desire to extend the term of the Agreement for a term commencing on January 1, 2025 to June 30, 2025 utilizing the remaining budget for continued frequency licensing services.

This Amendment No. 5 is authorized under Section 9.a (Entire Agreement; Amendments) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 5, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and APCO hereby agree as follows:

1. Section 4 (Term; Termination for Convenience) of the Agreement is deleted in its entirety and replaced with the following:

4. Term; Termination for Convenience.

- a. This Agreement shall commence on the Effective Date for an initial agreement period of five (5) years with three (3) one (1) year options. The initial Term concluded on November 22, 2020.
- b. Pursuant to Amendment No. 1, the first one-year option term was exercised and concluded on November 22, 2021.
- c. Pursuant to Amendment No. 2, the second one-year option term was exercised and shall concluded on November 22, 2022.
- d. Pursuant to Amendment No. 3, the third one-year option term shall commence on November 23, 2022 and expire on November 22, 2023.
- e. Pursuant to Amendment No. 4, the term shall continue on November 23, 2023 and expire on December 31, 2024.
- f. Pursuant to Amendment No. 5, the term shall continue on January 1, 2025 and expire on June 30, 2025.
- g. The Authority may terminate this Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the Authority, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by a notice of termination to APCO 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 thirty (30) days after the notice is sent.
- h. Upon receipt of a notice of termination and except as otherwise directed by the Authority, APCO shall immediately:
 - Stop work under this Agreement, as identified in such notice;
 - Transfer title and deliver to Authority all completed work and work in process; and
 - Complete performance of such part of the work as shall not have been terminated by such notice.

All material including books, records, documents, or other evidence bearing on the costs and expenses of APCO under this Agreement shall be maintained by APCO. In the event of such termination, the Authority

shall compensate APCO in full for completed work as specified in Exhibit A and Exhibit C and any other eligible expenses incurred prior to the delivery of the written notice of termination.

2. This Amendment No. 5 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 2.1 An authorized agent of APCO has executed this Amendment No. 5;
 - 2.2 Los Angeles County Counsel has approved this Amendment No. 5 as to form;
 - 2.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 5; and
 - 2.4 The Executive Director of the Authority has executed this Amendment No. 5.
3. Except as expressly provided in this Amendment No. 5, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
4. APCO and the person executing this Amendment No. 5 on behalf of APCO represent and warrant that the person executing this Amendment No. 5 for APCO is an authorized agent who has actual authority to bind APCO to each and every term and condition of this Amendment No. 5, and that all requirements of APCO to provide such actual authority have been fulfilled.
5. This Amendment No. 5 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 FIVE
TO AGREEMENT TO PROVIDE
FREQUENCY LICENSING COORDINATION SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

APCO INTERNATIONAL, INC.

By: _____

Scott Edson
Executive Director

By: _____

Doreen Geary
Chief Financial Officer/Controller

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

DAWYN R. HARRISON
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel



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

November 7, 2024

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

Dear Directors:

**DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO NEGOTIATE AND
EXECUTE A LEASE AGREEMENT FOR OFFICE SPACE LOCATED AT 2525
CORPORATE PLACE, SUITE 200, MONTEREY PARK (LA-RICS HEADQUARTERS)**

SUBJECT

Board approval is requested to authorize the Executive Director to complete negotiations and execute the lease agreement for office space located at 2525 Corporate Place, Suite 200, Monterey Park, CA (LA-RICS Headquarters), with the property owner, 2000 GOLD LIMITED PARTNERSHIP, a California Limited partnership, for a term of six (6) years with a maximum first-year annual lease cost of \$340,046 and authorize the acquisition and installation of other certain amenities required to occupy the office space. The lease agreement is required to accommodate the spatial needs of the Los Angeles Regional Interoperable Communications System Authority's (Authority), project team and aligns the lease term with existing LMR System Maintenance obligations.

RECOMMENDED ACTION

It is recommended that your Board:

1. Find that the proposed lease amendments are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Delegate authority to the Executive Director to execute the lease agreement with 2000 GOLD LIMITED PARTNERSHIP (Lessor) in substantially similar form to Attachment A, for a maximum first year annual lease cost of \$340,046. The proposed lease term is for six (6) years starting November 16, 2024, for a total not to exceed amount of \$2,199,559 for the entire term. The lease is subject to early

AGENDA ITEM L

termination by the Authority after three (3) years with payment of a Termination Fee based on the leasing costs incurred by the Lessor in connection with the tenant improvements allowance.

3. Delegate authority to the Executive Director to acquire furniture, telephone, data, low voltage systems, and tenant improvements at a total cost not to exceed \$110,000, in accordance with applicable procurement rules and policies or member agency agreements that may be available to the Authority.

BACKGROUND

As your Board is aware, the Authority was created in 2009 to oversee the development and to construct, own, operate, and maintain a modern interoperable communications system for more than 34,000 first responders and 17,000 secondary responders. Since the creation of the Authority, the project team has resided at 2525 Corporate Place, Suites 100 and 200.

From the time of the Authority's creation through 2014, the County of Los Angeles held a lease located at 2525 Corporate Place, Suite 200, and allowed the Authority to utilize their meeting rooms and office space for the project team and oversight/management of the project deployment. However, due to the size of the growing team, a separate space was needed. Your Board approved entering into a seven (7) year lease agreement for additional space in Suite 100 on August 7, 2014. The lease was approved for a three (3) year extension by your Board in October of 2021. The lease held by the Authority for Suite 100 will sunset in the middle of November 2024. The lease held by the County of Los Angeles for the space in Suite 200 ended in June of this year. However, the space in Suite 200 best serves the ongoing operational needs of the project, and Authority staff is recommending that the Authority move its operation upstairs to Suite 200. Thus, Suite 200 was negotiated by Authority staff and is being presented to your Board for consideration.

On October 3, 2024, your Board authorized the execution of amendments and an agreement for maintenance (collectively, "Maintenance Agreements"); an amendment adding Software Upgrade Agreement work with Motorola Solutions, Inc. (MSI) for six (6) years to the LMR Agreement as part of LMR System Maintenance, a Facilities and Ancillary Services Agreement with the County of Los Angeles' Internal Services Department (ISD) for a six (6) year term, and an amendment to exercise the first year of fifteen (15) years of LMR System Maintenance with MSI, all collectively for the ongoing operations and maintenance of the LMR System. This lease aligns in term with those agreements for the first 6 years of ongoing operations and maintenance of the LMR System.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, the Authority's project team is housed in 2525 Corporate Place, Suite 100, Monterey Park with the lease term expiring on November 15th.

In order to accommodate the existing staff and given the Authority allowed its lease for suite 200 to expire, a new lease is required. The leased space will provide the Authority project team with headquarters to conduct the day-to-day administrative and operational activities required for the ongoing operations and maintenance of the LMR System.

The lease will commence on November 15, 2024, and will provide the Authority with the following:

2525 Corporate Place, Suite 200	Proposed Lease Terms
Area (Square Feet)	10,941
Basic Rent	\$340,046.00 for first year based on a rental rate of \$2.59 per rentable square foot or \$28,337.00 per month (adjustable annually as provided in the table below)
Term	Six years
Basic Tenant Improvement Allowance	Not to exceed \$136,763 or \$12.50 per rentable square foot of the premises, payable by Lessor.
Parking	22 parking spaces – 3 dedicated parking spaces
Early Termination	Early termination by the Authority permitted after 3 years with payment of a Termination Fee. In the event of an Early Termination, the Authority will reimburse the Lessor up to \$64,191 (\$12.50 per square foot) as the Termination Fee. This amount represents the sum of all costs and expenses incurred by Lessor in connection with the Tenant Improvement Allowance, amortized over 6 years with a fixed interest rate of 9 percent. This amount will be included in each Fiscal Years' Recommended budget effective Fiscal Year 26-27.

FISCAL IMPACT/FINANCING

The proposed full service gross lease will provide 10,941 rentable square feet of office space and 22 parking spaces plus 3 dedicated parking spaces for a term of six (6) years. The proposed lease rate is \$2.59 per rentable square foot, \$28,337 per month or \$340,046 annually for the first year. Funding for Year 1 Rent is included in the Authority's

Adopted Fiscal Year 2024-25 Operating Budget and Year 2 to 6 Rent will be included in future Fiscal Year Proposed Budgets, along with corresponding Termination Fee effective Fiscal Year 26-27.

Funding for subsequent lease years is provided as follows:

Period of Term	Annual Basic Rental	Monthly Basic Rental	Funding Source
Months 13 – 24	\$ 350,248	\$ 29,187	Subscriber Revenue Funded
Months 25 – 36	\$ 360,755	\$ 30,063	Subscriber Revenue Funded
Months 37 – 48	\$ 371,578	\$ 30,965	Subscriber Revenue Funded
Months 49 – 60	\$ 382,725	\$ 31,894	Subscriber Revenue Funded
Months 61 – 72	\$ 394,207	\$ 32,850	Subscriber Revenue Funded

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease, which involves the leasing of existing office space with minor TIs within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines). In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

Counsel to the Authority has reviewed the proposed lease and approved it as to form.

CONCLUSION

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute a lease agreement with 2000 GOLD LIMITED PARTNERSHIP, in substantially similar form to the attached.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson".

SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

cc: Counsel to the Authority

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

LEASE AGREEMENT

**TENANT: LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS
SYSTEM**

**LANDLORD: 2000 GOLD LIMITED PARTNERSHIP, a CALIFORNIA LIMITED
PARTNERSHIP**

2525 CORPORATE PLACE, MONTEREY PARK

SUITE 200

AGENDA ITEM L - ENCLOSURE

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AGENDA ITEM L - ENCLOSURE

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY

LEASE AGREEMENT

THIS LEASE is entered into as of the _____ day of _____, 2024 between 2000 GOLD LIMITED PARTNERSHIP, a California limited partnership ("**Landlord**"), and LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY ("**Tenant**"). Landlord and Tenant agree:

1. BASIC LEASE INFORMATION. The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

(a) Landlord's Address for Notice: 2000 GOLD LIMITED PARTNERSHIP
1100 Corporate Center Drive
Monterey Park, CA 91754

With a copy to:

(b) Tenant's Address for Notice: Los Angeles Regional Interoperable
Communications System
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

(c) Premises: Approximately 10,941 rentable square
feet in the Building (defined below) as shown
on Exhibit A attached hereto.

(d) Building: The building located at 2525 Corporate Place,
Monterey Park, California, which is located
upon the real property described more
particularly in Exhibit B attached hereto (the
"**Property**");

(e) Term: 6 years commencing as defined in Section 4.1
(the "**Commencement Date**"); and
terminating at midnight on the day before the
sixth anniversary of the Commencement Date
(the "**Termination Date**"), provided that if the
Commencement Date is any day other than the
first of the month, then the Termination Date
shall be the last day of the month which is
seventy two (72) months after the month in
which the Commencement Date occurs
subject to earlier termination by Tenant or
Landlord as provided herein.

- (f) Projected Commencement Date: November 16, 2024
- (g) Commencement Date: As provided in Section 4 of this Lease
- (h) Intentionally Omitted
- (i) Basic Rent: \$28,337.00 per month (which is based upon a rental rate of \$2.59 per rentable square foot per month (adjustable only as provided in this Lease)).
- (j) Early Termination Date: The last day of the 36th month of the Lease term.
- (k) Rentable Square Feet in the Premises: 10,941
- (l) Use: General office use or for any other lawful purposes not incompatible with other uses in the Building.
- (m) Initial Departmental Use: General office use for the Los Angeles Regional Interoperable Communications System.
- (n) Parking Spaces: 22 parking spaces plus 3 additional dedicated spaces as defined in Section 20.
- (o) Normal Working Hours: 6:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 1:00 p.m. Saturday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.
- (p) Intentionally Omitted

1.1 Defined Terms Relating to Landlord's Work Letter.

- | | | |
|-----|---|--|
| (a) | <u>Base Tenant Improvement Allowance:</u> | Not to exceed \$136,763 or \$12.50 per rentable square foot of the Premises |
| (b) | <u>Additional Tenant Allowance Reimbursement:</u> | In lump-sum as further defined in Landlord's Work Letter |
| (c) | <u>Tenant's Work Letter Representative:</u> | Roberto Saldana, Counsel to the LA-RICS Authority |
| (d) | <u>Landlord's Work Letter Representative:</u> | Tom Tung |
| (e) | <u>Landlord's Address for Work Letter Notice:</u> | 1100 Corporate Center Drive
Monterey Park, CA 91754 |
| (f) | <u>Tenant's Address for Work Letter Notice:</u> | Regional Interoperable Communications System Authority
2525 Corporate Place, Suite 200
Monterey Park, CA 91754 |

1.2 Exhibits to Lease.

Exhibit A - Floor Plan of Premises

Exhibit B - Legal Description of Property

Exhibit C - Commencement Date Memorandum and Confirmation of Lease Terms

Exhibit D - HVAC Standards

Exhibit E - Cleaning and Maintenance Schedule

Exhibit F – LA-RICS Rooftop Equipment

Supplemental Lease Documents:
(delivered to Landlord and made a part hereof by this reference):

- Document I:** Subordination, Non-disturbance and Attornment Agreement
Document II: Tenant Estoppel Certificate
Document III: Community Business Enterprises Form
Document IV: Memorandum of Lease
Document V: Request for Notice

2. PREMISES. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto. Tenant has field-measured and verified the exact square footage of the Premises to be 10,941 rentable square feet. All measurements were taken in accordance with the methods of measuring rentable/usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association (BOMA) International. Landlord acknowledges that it has marketed the space at the above indicated amount and in the event of subsequent physical measurements, Landlord agrees there will be no adjustment made to either the square footage or the rent in the

event the measured square footage exceeds the amount represented by the Landlord. The square footage set forth above is stipulated by the parties to be true and correct.

3. COMMON AREAS AND ROOFTOP. Tenant may use the following areas ("**Common Areas**") in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

Tenant shall have the additional right, at Tenant's sole cost and expense, to use the roof of the Building for placement of up to two microwave dishes and up to four antennas, as more particularly described on Exhibit F (LA-RICS Rooftop Equipment) attached hereto. Such right shall include the right of access to the Building rooftop for purposes of installation, maintenance and repair of the microwave dishes and antennas by Tenant.

Prior to the replacement/upgrade of dishes or antennas, in instance a structural engineer is required, Tenant agrees to (i) retain a structural engineer to confirm the roof and roof structure are adequately sound for the proposed installation/replacement work; (ii) obtain any and all required permits; (iii) provide proof of Landlord required insurance for any vendors accessing the roof; (iv) obtain Landlord's written consent with regard to the proposed location of any dishes or antennas, which shall not be unreasonably withheld; and (v) consult with Landlord's roof contractor and ensure that any installations will not void or in any way compromise the roof warranty.

Tenant agrees to repair any damage to the roof or Building caused by Tenant or Tenant's agents, vendors, contractors, etc. during such access to the roof. Further, Tenant agrees to indemnify defend and hold harmless Landlord, its agents, employees, shareholders and directors from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorney's fees) arising from such roof access, except claims or losses that arise out of the negligence or willful misconduct of the Landlord.

4. COMMENCEMENT AND EXPIRATION DATES.

4.1 Term. The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C. The Commencement Date shall be the date the Premises are Substantially Complete, or, if earlier, the date Tenant first commences to conduct business in the Premises. The term "**Substantially Complete**" or "**Substantial Completion**" as used in this Lease shall mean the following: the completion of the Tenant Improvements (as defined in the Landlord Work Letter attached hereto), subject to punch list items identified by Tenant in a written notice to Landlord delivered within seven (7) days after Landlord tenders possession of the Premises, such that none of the Tenant Improvements remaining incomplete or needing adjustment shall materially impair, or prevent the obtaining of permits for, Tenant's use, occupancy and enjoyment of the Premises. In the event of any dispute as to whether Substantial Completion has occurred, the sign-off by the municipal

building inspector shall be conclusive, except that any delay in receipt thereof or in Substantial Completion caused by Tenant or its agents, employees, representatives or invitees, including without limitation Tenant Delay, or caused by Tenant's uncompleted work being contained within the scope of the same building permit as the Tenant Improvements, shall be charged to Tenant in the amount of the daily Basic Rent (and any other amounts payable under this Lease) multiplied by the number of days of such delays.

4.2 Termination Right. If the Commencement Date has not occurred within 180 days from the Projected Commencement Date, subject to Tenant Delays or Force Majeure Delays as defined in Landlord's Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord and the parties shall have no further obligations to one another hereunder.

4.3 Early Possession. Provided Tenant does not interfere with Landlord's ability to complete the Tenant Improvements, Tenant shall be entitled to possession of the Premises not less than 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

4.4 Early Termination. Tenant shall have the right to terminate this Lease as of the last day of the 36th month of the Lease term, by giving Landlord not less than nine months prior written notice executed by the LA-RICS Executive Director; provided, however, in order for any such termination to be effective, Tenant shall, concurrently with its delivery of a timely notice of termination to Landlord, pay to Landlord within 60 days of notice of termination, the Termination Fee. The "**Termination Fee**" shall mean all unamortized Leasing Costs (defined below) as of the effective date of termination, based upon an amortization period commencing as of the Commencement Date and continuing for six years, with interest accruing on said unamortized Leasing Costs at nine percent (9%) per annum. The term "**Leasing Costs**" shall mean the sum of all costs and expenses incurred by Landlord in connection with the Tenant Improvement Allowance, as reasonably determined by Landlord.

4.5 Option to Extend. Landlord hereby grants the Tenant named in this Lease ("**Original Tenant**") one (1) option (the "**Option**") to extend the Lease Term for a period of four (4) years (the "**Option Term**"), which Option shall be exercisable only by written notice delivered by Tenant to Landlord as set forth below. The rights contained in this subsection shall be personal to the Original Tenant and may only be exercised by the Original Tenant (and not any assignee, sublessee or other transferee of the Original Tenant's interest in this Lease) if the Original Tenant occupies the entire Premises as of the date of Tenant's Acceptance (as defined below).

(a) Option Rent. The Basic Rent payable by Tenant during the Option Term ("**Option Rent**") shall be equal to the "**Market Rent**" (defined below), but in no event shall the Option Rent be less than Tenant is paying under the Lease on the month immediately preceding the Option Term for Basic Rent. "**Market Rent**" shall mean the applicable Basic Rent at which tenants, as of the commencement of the Option Term, are leasing non-renewal, non-sublease, non-equity space comparable in size, location and quality to the Premises for a term comparable to the

Option Term, which comparable space is located in office buildings comparable to the Building in Monterey Park, California, taking into consideration the value of the existing improvements in the Premises to Tenant, as compared to the value of the existing improvements in such comparable space, with such value to be based upon the age, quality and layout of the improvements and the extent to which the same could be utilized by Tenant with consideration given to the fact that the improvements existing in the Premises are specifically suitable to Tenant.

(b) Exercise of Option. The Option shall be exercised by Tenant only in the following manner: (i) Tenant shall not be in material default, and shall not have been in material default under this Lease more than once, on the delivery date of the Interest Notice and Tenant's Acceptance; (ii) Tenant shall deliver written notice ("**Interest Notice**") to Landlord by LA-RICS Executive Director letter not more than twelve (12) months nor less than nine (9) months prior to the expiration of the Lease Term, stating that Tenant is interested in exercising the Option, (iii) within fifteen (15) business days of Landlord's receipt of Tenant's written notice, Landlord shall deliver notice ("**Option Rent Notice**") to Tenant setting forth the Option Rent; and (iv) if Tenant desires to exercise such Option, Tenant shall provide Landlord written notice by LA-RICS Executive letter within fifteen (15) days after receipt of the Option Rent Notice ("**Tenant's Acceptance**") and upon, and concurrent with such exercise, Tenant may, at its option, object to the Option Rent contained in the Option Rent Notice. Tenant's failure to deliver the Interest Notice or Tenant's Acceptance on or before the dates specified above shall be deemed to constitute Tenant's election not to exercise the Option. If Tenant timely and properly exercises its Option, the Lease Term shall be extended for the Option Term upon all of the terms and conditions set forth in this Lease, except that the Basic Rent for the Option Term shall be as indicated in the Option Rent Notice unless Tenant, concurrently with Tenant's acceptance, objects to the Option Rent contained in the Option Rent Notice, in which case the parties shall follow the procedure, and the Option Rent shall be determined, as set forth below.

4.6 Determination of Market Rent. If Tenant timely objects to the Market Rent in Tenant's Acceptance in accordance with the provisions of this Section 4, Landlord and Tenant shall attempt to agree upon the Market Rent using their best good-faith efforts. If Landlord and Tenant fail to reach agreement within twenty-one (21) days following Tenant's Acceptance ("**Outside Agreement Date**"), then each party shall make a separate determination of the Market Rent which shall be submitted to each other and to arbitration in accordance with the following items (i) through (vii):

(i) Landlord and Tenant shall each appoint, within ten (10) days of the Outside Agreement Date, one arbitrator who shall by profession be a current real estate broker or appraiser of commercial office properties in the immediate vicinity of the Project, and who has been active in such field over the last five (5) years. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted Market Rent is the closest to the actual Market Rent as determined by the arbitrators, taking into account the requirements set forth above.

(ii) The two (2) arbitrators so appointed shall within five (5) business days of the date of the appointment of the last appointed arbitrator agree upon and appoint a third arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial (2) arbitrators.

(iii) The three (3) arbitrators shall within fifteen (15) days of the appointment of the third arbitrator reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Market Rent, and shall notify Landlord and Tenant thereof.

(iv) The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Tenant.

(v) If either Landlord or Tenant fails to appoint an arbitrator within ten (10) days after the applicable Outside Agreement Date, the arbitrator appointed by one of them shall reach a decision, notify Landlord and Tenant thereof, and such arbitrator's decision shall be binding upon Landlord and Tenant.

(vi) If the two arbitrators fail to agree upon and appoint a third arbitrator, or both parties fail to appoint an arbitrator, then the appointment of the third arbitrator or any arbitrator shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association, but subject to the instruction set forth herein.

(vii) The cost of arbitration shall be paid by Landlord and Tenant equally.

5. RENT. The first full calendar month's rent shall be due and payable within 30 days of the Commencement Date in the total amount shown in Section 1(i) hereof. A monthly installment in the amount described herein below, shall be due and payable without demand on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that Rent for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis, provided that Landlord shall file a payment voucher with the Auditor of the County of Los Angeles (the "**County**") for the monthly Rent prior to the Commencement Date for the initial month(s) of the Term up to and including June, and annually thereafter in June for the ensuing 12 months.

5.1 BASIC RENT SCHEDULE. Tenant agrees to pay to Landlord during the Term hereof, the initial monthly and annual sums as set forth below:

<u>Period of Term</u>	<u>Annual Basic Rental</u>	<u>Monthly Basic Rental</u>
Months 1 – 12	\$340,046.00	\$28,337.00
Months 13 – 24	\$350,247.00	\$29,187.00
Months 25 – 36	\$360,755.00	\$30,063.00
Months 37 – 48	\$371,577.00	\$30,965.00
Months 49 – 60	\$382,725.00	\$31,894.00
Months 61 – 72	\$394,207.00	\$32,850.00

6. USES. The Premises are to be used only for the uses set forth in Section 1 and for no other business or purpose; however, Landlord shall not unreasonably withhold its consent to a change of use.

7. HOLDOVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon 90 days written notice from Landlord or 30 days written notice from the Executive Director of Tenant at the last monthly Basic Rent payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, including without limitation, the Americans with Disabilities Act, regulating the use, occupancy or improvement of the Premises. Notwithstanding the foregoing, following written notice from a governmental entity, Landlord, not Tenant, shall at its sole cost cause the Premises and the Building to comply with applicable statutes, ordinances, rules, regulations, orders or requirements set forth in said notice which are in effect and binding upon Landlord during the term hereof, including without limitation, the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvement to the Premises. In such latter event, compliance with such statutes, ordinances, rules, regulations or requirements with regard to the Building shall be the responsibility of Tenant at Tenant's sole cost and expense.

9. DAMAGE OR DESTRUCTION.

9.1 Damage. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect; provided, Landlord shall not be required to spend more than Landlord has received as insurance proceeds with respect to the casualty in question; an amount not less than Landlord's interest in and to the Building, however, not less than \$1,000,000. If all or any portion of the Premises shall be made untenable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within 30 days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material Default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

9.2 Tenant Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days for any reason, then Tenant or Landlord may terminate this Lease by giving written notice within ten days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenable, in proportion to the unusable

portion of the Premises. In the event that Tenant and Landlord do not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided insurance proceeds are available to repair the damages.

9.3 Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds relating to such destruction, and (c) this Lease shall terminate as of the date which is 30 days after such written notice of termination.

9.4 Default by Landlord Tenant Repair. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE. Landlord represents to Tenant that, to the actual knowledge of Landlord, Landlord has not, as of the date of this Lease, received written notice from a governmental entity with jurisdiction that (i) the Premises do not comply with the Americans With Disabilities Act of 1990; (ii) the Premises, Building and Common Areas contain Hazardous Materials (as hereinafter defined) in violation of applicable law; or (iii) the Building or the Premises are in violation of any applicable governmental law or regulation. Landlord shall, prior to Tenant's occupancy, encapsulate or abate, at Landlord's sole cost and expense, any asbestos containing materials located in the Premises in violation of applicable law, provided Landlord has received written notice of such violation from a governmental entity prior to the Commencement Date hereof.

10.1 Landlord Obligations. Landlord shall keep and maintain in good repair and working order, reasonable wear and tear and casualty excepted: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear and casualty excepted. Landlord's repair obligations include, without limitation, repairs to: (1) the floor covering; (2) interior partitions; (3) doors; (4) the interior side of demising walls and (5) signage; provided, however, that Tenant shall be responsible for all costs and expenses relating to the misuse, overuse, negligence or willful misconduct or non-office use by Tenant or any of its agents, employees, licensees or invitees. Notwithstanding the foregoing, Tenant shall be responsible to maintain and repair, at Tenant's sole cost, any over-standard, supplemental systems and improvements added to the Premises by Tenant, alterations installed by Tenant, equipment or systems installed by Tenant; provided, however, upon the written request of Tenant, Landlord, at Tenant's sole cost, shall maintain and repair any permitted supplemental HVAC units serving the Premises (and Tenant shall grant Landlord access to the Premises, at times reasonably designated by Landlord), in order for Landlord to do so); provided,

however, Tenant shall, within thirty (30) days after demand, reimburse Landlord for all costs and expenses incurred by Landlord in connection therewith, plus an administrative fee equal to 5% of such costs and expenses. Without limiting the foregoing, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. Any work performed by Landlord under this subsection (b) to the Premises shall be in compliance with applicable laws.

10.2 Tenant's Right to Repair. In the event Landlord should fail, neglect or refuse to commence the repair, replacement or maintenance work required by Section 10.1 herein within five (5) days after written notice has been served by Tenant, or fail, neglect or refuse to pursue said repair, replacement or maintenance work with reasonable diligence to completion, the Tenant at its sole discretion may perform or cause to be performed said repair, replacement or maintenance work and deduct the reasonable cost thereof from the installments of rent next due as a charge to the Landlord.

11. SERVICES AND UTILITIES. Landlord shall furnish the following services and utilities to the Premises:

11.1 HVAC. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit D attached hereto. Any HVAC provided during other than Normal Working Hours shall be at \$50 per hour.

11.2 Electricity. Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings (if applicable) but in any event not less than seven watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

11.3 Elevators. Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

11.4 Water. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

11.5 Janitorial. Landlord shall provide janitorial service on five nights per week generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit E attached hereto.

11.6 Access. Landlord shall furnish to Tenant's employees and agent's access to the Building, Premises and Common Areas (including without limitation the roof, in accordance with

Section 3 hereof) on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

12. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises, other than as a result of the acts or omissions of Tenant or its agents, employees, licensees or invitees, Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered untenable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency or, upon reasonable advance notice, to perform janitorial services or maintenance/repair.

13. TENANT DEFAULT.

13.1 Default. The occurrence of any one or more of the following events (a "Default") shall constitute a material default and breach of this Lease by Tenant:

(i) the failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of ten days after written notice to Tenant;

(ii) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of 30 days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

13.2 Termination. Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law. Without limiting the foregoing, Landlord shall have all rights and remedies set forth in California Civil Code Sections 1951.2 and 1951.4, the terms of which are expressly incorporated herein as if expressly written herein.

13.3 No Effect on Indemnity. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

14. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default in Sections 9.4, 10.1, 19 and 20.2, Landlord shall be in default in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within **15 days** after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 9.3); provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such **15-day** period,

Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the default by Landlord ("Landlord Default") is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; and/or (iv) to terminate this Lease. Any remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord **to Tenant** in the event of any default by Landlord hereunder or any claim, cause of action, obligation, contractual statutory or otherwise by Tenant against Landlord or the Landlord Parties concerning, arising out of or relating to any matter relating to this Lease and all of the covenants and conditions or any obligations, contractual, statutory, or otherwise set forth herein, shall be limited solely and exclusively to an amount which is equal to the greater of the interest of Landlord in and to the Building (including Landlord's interest in any proceeds of insurance policies), or **\$10,000,000, however this limitation shall not apply to the insurance required by Section 19 of this Lease or the indemnification required by Section 18.** No **personal** property or assets of any member, officer, director, shareholder, partner, trustee, agent, servant or employee of Landlord ("Representative") shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, Landlord's obligations to Tenant, whether contractual, statutory or otherwise, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Premises. Notwithstanding any contrary provision herein, neither Landlord nor any Landlord Representative shall be liable under any circumstances for consequential damages **to** Tenant's business.

14.1 Waiver. Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

15. ASSIGNMENT AND SUBLETTING. Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises only upon first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed: provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

16. ALTERATIONS AND ADDITIONS.

16.1 Landlord Consent. Tenant shall not make any alterations, improvements, additions, or utility installations in or about the Premises (collectively, "**Alterations**") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or

delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (provided that Tenant shall give Landlord at least 10 days' prior written notice thereof): (1) complies with all Laws; (2) is not visible from the exterior of the Premises or Building; (3) will not materially affect the systems or structure of the Building; (4) does not cost more than \$5,000; and (5) does not unreasonably interfere with the normal and customary business operations of Landlord or other tenants in the Building. If Landlord fails to respond in writing within 30 days of such request (together with all plans and specifications and other items required by Landlord, Landlord shall be deemed to approve the Alterations

16.2 End of Term. Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

17. CONDEMNATION.

17.1 Controlling Terms. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "**Condemnation**" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "**Condemnor**" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

17.2 Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "**Date of Taking**").

17.3 Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the date that the nature and the extent of the Condemnation have been determined (the "**Determination Date**"), which notice shall set forth the date of termination. Such termination date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

17.4 Restoration. Notwithstanding the preceding paragraph, if, within 30 days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by

Landlord, completes it within 90 days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

17.5 Award. The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

17.6 Waiver of Statute. Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

18. INDEMNIFICATION.

18.1 Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant or its employees, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees.

18.2 Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests, or visitors, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19. INSURANCE.

19.1 Landlord's Insurance. During the term of this Lease, Landlord shall maintain the following insurance:

(a) Commercial property insurance which shall (1) cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates) and (2) be written for full replacement cost of the Property, with a deductible of no greater than 5% of the property value.

(b) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate

amount of \$5,000,000; (2) products/ completed operations aggregate of \$2,000,000 and (3) personal and advertising injury of \$1,000,000.

19.2 Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "A^{VII}" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Tenant shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry.

19.3 Certificates. Landlord shall deliver to Tenant on the Commencement Date of this Lease and thereafter at least 15 days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than 30 days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates.

19.4 General Insurance - Lessee Requirements. During the term of this Lease, Lessee shall maintain a program of insurance coverage as described below. Lessee, at its sole option, shall use commercial insurance and/or self-insurance coverage or any combination thereof to satisfy these requirements. Certificate(s) evidencing coverage will be provided to Lessor after execution of this Lease at Lessor's request.

19.5 Insurance Coverage Types and Limits - Lessee Requirements. General Liability coverage (equivalent to ISO policy form CG 00 01) with limits of not less than the following:

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

19.6 Waiver of Subrogation. Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

20. PARKING.

20.1 Tenant's Rights. Tenant shall have the right to the number of non-exclusive parking stalls set forth in Section 1 without charge for the Term of this Lease. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces allocated to Tenant hereunder are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

20.2 Remedies. Landlord acknowledges that it is a material term of this Lease that Tenant receive all of the Parking Spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the Parking Spaces required above are not available to Tenant after ten (10) business days' prior written notice (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then, provided any such failure is not due to Tenant's negligence, willful misconduct or breach of this Lease, or causes beyond Landlord's reasonable control, Tenant may terminate this Lease by giving written notice of such termination to Landlord prior to the cure of the unavailability in question, which notice shall be effective thirty (30) days thereafter.

21. ENVIRONMENTAL MATTERS

21.1 Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

21.2 Landlord agrees to indemnify, defend and save harmless Tenant, its agents, officers and employees from or against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Substances on the Premises which was caused by the negligence, willful misconduct or breach of this Lease by Landlord.

21.3 Landlord shall use commercially reasonable efforts to deliver to Tenant, within 60 days of Landlord's receipt thereof, a copy of any notice received from any governmental agency

during the Term hereof concerning the presence of Hazardous Materials in the Building or on the Premises.

22. ESTOPPEL CERTIFICATES. Tenant shall, within 30 days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document II in the Supplemental Lease Documents delivered to Landlord concurrently herewith (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises. Failure of Tenant to timely comply with the provisions of this Section 22 shall constitute an admission by Tenant that Landlord's delivered statement is true and binding on Tenant.

23. TENANT IMPROVEMENTS. Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in the Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

24. LIENS. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

25. SUBORDINATION AND MORTGAGES.

25.1 Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease to future liens is expressly conditioned upon Tenant receiving a written commercially reasonable subordination, non-disturbance and attornment agreement ("**SNDA**") in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein, so long as Tenant is not in material default under this Lease. Landlord shall use commercially reasonable efforts to have any existing lender execute, within thirty (30) days after the Commencement Date, the SNDA referenced herein in favor of Tenant.

25.2 Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of Default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten days within which to cure such Default.

26. SURRENDER OF POSSESSION. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to)

remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

27. SIGNAGE. Subject to the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), Tenant shall be permitted to install at the Premises, at Tenant's sole cost reasonably appropriate suite identification signs that conform with any and all applicable laws and ordinances and Landlord's sign program.

28. QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the non-exclusive quiet and peaceful enjoyment of the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

29. GENERAL.

29.1 Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

29.2 Successors and Assigns. Subject to Section 15 above, all of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

29.3 Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as set forth in this Lease and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

29.4 Entire Agreement. This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

29.5 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

29.6 Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, or by facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or

the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

29.7 Governing Law and Forum. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

29.8 Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

29.9 Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

29.10 Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten days after written request is made therefore, together with all necessary information.

30. LOS ANGELES INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY. Only the Los Angeles Regional Interoperable Communications System Joint Powers Authority ("Authority") Board of Directors has the authority, unless express delegated authority is otherwise given, by formally approving and/or executing this Lease, to bind the Authority to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Authority's Board of Directors, or its delegee, either through an amendment to the Lease or by other formal board action. No Authority officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary, unless express delegated authority is otherwise given by the Authority's Board of Directors. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Authority. Authority shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Authority's Executive Director or his delegee may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

31. ACKNOWLEDGEMENT BY LANDLORD. Landlord acknowledges that it is aware of the following provisions:

31.1 Intentionally omitted.

31.2 Intentionally omitted.

31.3 Landlord Assignment.

(a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee.

32. FORCE MAJEURE. EXCEPT WITH RESPECT TO MONETARY OBLIGATIONS, IN THE EVENT THAT EITHER PARTY IS DELAYED OR HINDERED FROM THE PERFORMANCE OF ANY ACT REQUIRED HEREUNDER BY REASON OF STRIKES, LOCK-OUTS, LABOR TROUBLES, INABILITY TO PROCURE MATERIALS NOT RELATED TO THE PRICE THEREOF, FAILURE OF POWER, RESTRICTIVE GOVERNMENTAL LAWS AND REGULATIONS, RIOTS, INSURRECTION, WAR OR OTHER REASONS OF A LIKE NATURE BEYOND THE CONTROL OF SUCH PARTY, THEN PERFORMANCE OF SUCH ACTS SHALL BE EXCUSED FOR THE PERIOD OF THE DELAY, AND THE PERIOD FOR THE PERFORMANCE OF ANY SUCH ACT SHALL BE EXTENDED FOR A PERIOD EQUIVALENT TO THE PERIOD OF SUCH DELAY.
ACCESSIBILITY DISCLOSURE.

33. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938, LANDLORD STATES THAT THE PREMISES HAVE NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).

[signature page follows]

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

2000 GOLD LIMITED PARTNERSHIP,
a California limited partnership

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

TENANT:

LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM

By: _____

Scott Edson
Executive Director

APPROVED AS TO FORM:

DAWYN HARRISON
County Counsel

By: _____

Senior Deputy

EXHIBIT "B"
LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION:

PARCEL 2 IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO, 16386, FILED IN BOOK 175 PAGES 36 TO 40 INCLUSIVE IN THE OFFICE OF SAID COUNTY RECORDER.

EXCEPTING FROM THAT PORTION OF SAID PARCEL 2 LYING WITHIN THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SECTION 32, SAID POINT BEING 466.52 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF SAID SECTION 32, 500 FEET TO A POINT THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 32, TO ITS INTERSECTION WITH THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, 500 FEET TO THE NORTHERLY LINE OF SAID SECTION; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION TO THE POINT OF BEGINNING ALL OIL, ASPHALTUM, PETROLEUM, AND NATURAL GAS, TAR OR OTHER HYDROCARBON SUBSTANCES AND PRODUCTS, FROM UNDER OR UPON THE SAID LANDS, WITH THE RIGHT TO REMOVE AND STORE AND SELL SUCH SUBSTANCES AND PRODUCTS THEREFROM, TOGETHER WITH ALL RIGHTS FOR THE PURPOSE OP MINING, EXCAVATING, BORING, DRILLING, SINKING OR OTHERWISE COLLECTING AND DEVELOPING SAID MINERAL SUBSTANCES AND THE RIGHT TO DEVELOP, STORE AND USE WATER FOR SUCH OPERATIONS AND DEVELOPMENT, AS RESERVED IN DEED FROM HUNTINGTON LAND AND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED OCTOBER 25, 1918 IN BOOK 6707 PAGE 300 OF DEEDS.

ALL OF WHICH RIGHTS WERE LIMITED TO THAT PORTION LYING BELOW A DEPTH OP 500 FEET, MEASURED FROM THE SURFACE OF SAID LAND, BY DEED EXECUTED BY SECURITY PACIFIC NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, SUCCESSOR BY MERGER TO SECURITY FIRST NATIONAL SANK OF LOS ANGELES, AS TRUSTEE UNDER THE WILL OF HENRY E. HUNTINGTON, DECEASED, (TRUST NO. 2-018442-0), RECORDED DECEMBER 17, 1980 AS INSTRUMENT NO. 80-1264035, OFFICIAL RECORDS.

ALSO EXCEPT FROM THAT PORTION OF PARCEL 2 LYING WITHIN THE LAND DESCRIBED IN THE DEED MENTIONED HEREFTER, ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY JOAN D. COGEM, AS TRUSTEE, UNDER DECLARATION OF TRUST, DATED JULY 21, 1953 ESTABLISHED BY NATHAN DAVIDSON, TRUSTOR, IN DEED RECORDED ON MAY 8, 1981 AS INSTRUMENT NO. 81-461705, OFFICIAL RECORDS.

EXHIBIT “C”

**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain lease (“Lease”) dated _____, 2024, between Los Angeles Regional Interoperable Communications System Authority, a body politic and corporate (“Tenant”), and 2000 GOLD LIMITED PARTNERSHIP, a California limited partnership (“Landlord”), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 2525 Corporate Place, Suite 200, Monterey Park (“Premises”),

Landlord and Tenant hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ (“Possession Date”);
- (2) Tenant has accepted possession of the Premises and now occupies the same;
- (3) The Lease commenced on _____ (“Commencement Date”);
- (4) The Premises contain 10,941 rentable square feet of space; and
- (5) Basic Rent per month is \$28,337, with escalations as outlined in the Lease.

IN WITNESS WHEREOF, this Memorandum is executed this ___ day of _____, 2024.

“Tenant”
Los Angeles Regional Interoperable
Communications System Authority, a body
politic and corporate

By: ___
Name: Scott Edson
Its: Executive Director

“Landlord”
2000 GOLD LIMITED PARTNERSHIP,
a California limited partnership

By: ___
Name: _____
Its: ___

EXHIBIT “D”

HVAC STANDARDS

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT “E”
CLEANING AND MAINTENANCE

1. DAILY (Monday through Friday)
 - A. Carpets vacuumed.
 - B. Composition floors dust-mopped.
 - C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
 - D. Waste baskets, other trash receptacles emptied; removing trash from the building to the designated area.
 - E. Chairs and waste baskets returned to proper position.
 - F. Fingerprints removed from glass doors and partitions.
 - G. Drinking fountains cleaned, sanitized and polished.
 - H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
 - I. Bulb and tube replacements, as required.
 - J. Graffiti expunged as needed within seven (7) working days after notice by Tenant.
 - K. Kitchen/Lunchroom supplies replenished including paper supplies and soap.
2. WEEKLY
 - A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
 - B. Window sills, ledges and wood paneling and molding dusted.
3. MONTHLY
 - A. Scrub and refinish all composition floors as needed.
 - B. High-reach areas, door frames and tops of partitions dusted.
 - C. Picture moldings and frames dusted.
 - D. Wall vents and ceiling vents dusted.
 - E. HVAC chiller water checked for bacteria, water conditioned as necessary.
4. QUARTERLY
 - A. Light fixtures cleaned and dusted, but not less frequently than Quarterly.
 - B. Draperies or mini-blinds cleaned as required, but not less frequently than Quarterly.
 - C. HVAC units serviced for preventative maintenance purposes, all filters changed.
 - D. Upholstered furniture vacuumed, plastic and leather furniture wiped.
5. SEMI-ANNUALLY
 - A. All painted wall and door surfaces washed and stains removed.

B. All walls treated with vinyl covering washed and stains removed.

6. ANNUALLY

A. Windows washed inside and outside.

7. AS NEEDED

A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.

B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

8. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.