



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING
Thursday, September 10, 2015 • 9:00 a.m.
Grace E. Simons Lodge
1025 Elysian Park Drive, Los Angeles, CA 90012

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

AGENDA POSTED: September 9, 2015

Complete agendas are made available for review at the designated meeting location. Supporting documentation is available at the LA-RICS Office located at 2525 Corporate Place, Suite 100, Monterey Park, CA 91754 during normal business hours and may also be accessible on the Authority's website at <http://www.la-rics.org>.

Members:

1. **Miguel Santana**, CAO, City of Los Angeles
2. **Ralph Terrazas**, Fire Chief, City of Los Angeles Fire Dept.
3. **Charles L. Beck**, Vice Chair, Chief of Police, LA Police Dept.
4. **Sharon Tso**, Chief Legislative Analyst, City of Los Angeles
5. **Sachi Hamai**, Chair, CEO, County of Los Angeles
6. **Daryl L. Osby**, Fire Chief, County of Los Angeles Fire Dept.
7. **Jim McDonnell**, Sheriff, County of Los Angeles Sheriff's Dept.
8. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
9. **Steven K. Zipperman**, Chief of Police, LA School Police Dept.
10. **Bill Walker**, Fire Chief, City of Alhambra Fire Dept.
11. **Larry Giannone**, Chief of Police, City of Sierra Madre Police Dept.
12. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
13. **Kim Raney**, Chief of Police, City of Covina Police Dept.
14. **Douglas Prichard**, City Manager, City of Rolling Hills Estates

Alternates:

Patty Huber, Asst., CAO, City of Los Angeles
June Gibson, Fire Administrator, City of Los Angeles Fire Dept.
Maggie Goodrich, Chief Information Officer, LA Police Dept.
Matias Farfan, Asst., Chief Legislative Analyst, City of Los Angeles
Tom Tindall, Director, CEO, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, County of Los Angeles Fire Dept.
Scott Edson, Commander, County of Los Angeles Sheriff's Dept.
Karolyn Fruhwirth, Asst., Dir., EMS Agency, County of LADHS
Jose Santome, Deputy Chief, LA School Police Dept.

Joe Ortiz, Captain, City of Sierra Madre Police Dept.
Sam Olivito, Executive Dir., CA Contract Cities Assoc.
David Povero, Captain, City of Covina Police Dept.
Greg Grammer, Asst., City Manager, City of Rolling Hills Estates

Officers:

Patrick Mallon, Executive Director
John Naimo, County of Los Angeles Auditor-Controller
Joseph Kelly, County of Los Angeles, Treasurer and Tax Collector
Priscilla Lara, Board Secretary



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

- I. CALL TO ORDER**
- II. ANNOUNCE QUORUM – Roll Call**
- III. PUBLIC COMMENTS**
- IV. CONSENT CALENDAR – (None)**
- V. REPORTS (None)**
- VI. ADMINISTRATIVE MATTER (A)**
 - A. COMMUNICATIONS TRANSPORT SERVICES AGREEMENT WITH SOUTHERN CALIFORNIA EDISON**

It is recommended that your board:

1. Find that the approval and execution of the Agreement and for the work covered by the Agreement to use SCE's fiber and power networks, is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301, 15303, and 15304 for the reasons stated in this letter and as noted in the record of the project.
2. Delegate authority to the Executive Director to execute an Agreement, substantially similar in form to the enclosed, between the SCE and the Authority to allow the SCE to provide fiber and power services to ten (10) COW Sites for the PSBN Sites in the amount of \$2,288,399, which will commence upon execution for a term of three (3) years with two (2) annual renewal options which, if exercised, would cost \$94,500 for each annual renewal option.

Agenda Item A: Enclosure

- VII. MISCELLANEOUS – (None)**
- VIII. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD**
- IX. CLOSED SESSION REPORT (None)**



X. ADJOURNMENT and NEXT REGULAR MEETING:

Thursday, October 1, 2015, at 9:00 a.m., at the Grace E. Simons Lodge.



BOARD MEETING INFORMATION

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

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

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

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

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

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



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON
EXECUTIVE DIRECTOR

September 10, 2015

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

Dear Directors:

COMMUNICATIONS TRANSPORT SERVICES AGREEMENT WITH SOUTHERN CALIFORNIA EDISON

SUBJECT

Board approval is requested to authorize the Executive Director to utilize a competitively bid Master Agreement between the County of Los Angeles and Southern California Edison (SCE), for Communications Transport Services that will allow SCE to provide fiber and power to ten (10) Cell On Wheel (COW) Sites for the Public Safety Broadband Network (PSBN) System in the amount of \$2,288,399. If approved, the Authority requests delegated authority for the Executive Director to execute an Agreement substantially similar in form to the enclosed agreement.

RECOMMENDED ACTION

It is recommended that your board:

1. Find that the approval and execution of the Agreement and for the work covered by the Agreement to use SCE's fiber and power networks, is categorically exempt under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301, 15303, and 15304 for the reasons stated in this letter and as noted in the record of the project.
2. Delegate authority to the Executive Director to execute an Agreement, substantially similar in form to the enclosed, between the SCE and the Authority to allow the SCE to provide fiber and power services to ten (10) COW Sites for the PSBN Sites in the amount of \$2,288,399, which will commence upon execution for a term of three (3) years with two (2) annual renewal options which, if exercised, would cost \$94,500 for each annual renewal option.

AGENDA ITEM A

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 6, 2014, your Board delegated Authority to the Executive Director to execute an Agreement with Motorola Solutions, Inc. (Motorola) to design and implement the PSBN. In April 2015, following a submittal of a Corrective Action Plan (CAP), the Authority was able to produce an alternative system solution which included the use of fifteen (15) COWs. Ten (10) of the COWs require fiber services to connect the COWs to the PSBN.

In order to meet the impending Broadband Technologies Opportunities Project (BTOP) grant performance deadline, staff recommends the Authority utilize a Master Agreement for backhaul services or leased circuits between the County of Los Angeles and SCE. The Master Agreement permitted any other public agency to "piggyback" on the Master Agreement was competitively bid by the County of Los Angeles Internal Service Department via a Request for Bids (RFB) that was released on June 26, 2014. The RFB successfully resulted in a Master Agreement that was awarded in August 2014.

Cost to Authority of Using the SCE's Fiber and Power

The use of the SCE's fiber and power services will come at a cost to the Authority. The costs are summarized below:

1. Non Recurring Charge of \$1,186,399 to install conduits for fiber, power, and AC power at ten (10) COW Sites – This represents the cost for SCE to connect the ten (10) COW Sites to SCE's fiber network and allow SCE to provide power to COW sites. This amount is to cover the work for a three (3) year term. In addition, SCE will also provide ongoing maintenance and monitoring throughout the term of the agreement. Included is a cost of \$57,000 for additional conduits which may or may not be utilized by the Authority.
2. Annual Renewal Charge of \$94,500 for nine (9) COW Sites (\$10,500 per COW site) – This represents the cost to renew the agreement term for one year following the initial three (3) year term of the Agreement. There are two (2) annual renewal option years which, if exercised, would increase the potential agreement term to five (5) years.
3. Recurring Power Service in TBD amounts – This represents the amount SCE will bill the Authority, on a monthly basis, for the power provided to the COW Sites.
4. Should the Authority decide to terminate the Agreement, SCE will refund a portion of the initial three (3) year term based on the following calculation:
One Time Charge (OTC) Monthly Refund*

Three Year OTC	0.75%
Five Year OTC	0.50%
Seven Year OTC	0.33%
Ten Year OTC	0.30%

**Payment for the conduit and power are non-refundable.*

ENVIRONMENTAL DOCUMENTATION

Execution of the Agreement is categorically exempt under California Environmental Quality Act (CEQA). The work needed to provide connectivity to the COW sites is categorically exempt under CEQA pursuant to State CEQA Guidelines Sections 15301, 15303, and 15304 since the work would involve minor alteration of existing facilities, mechanical equipment, and location of new small facilities as well as minor alteration in the condition of land and is therefore within certain classes of projects that have been determined not to have an a significant effect on the environment. There would be negligible to no expansion of use associated with this activity since the fiber for the leased circuit lines are dedicated to providing this type of connectivity. Further, the work would not include the removal of healthy, mature scenic trees nor would it be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemption inapplicable based on the project records. A notice of exemption will be filed following the Board's action.

FISCAL IMPACT/FINANCING

All costs related to the Communications Transport Services Agreement with SCE to implement and provide fiber and power services to ten (10) COW Sites for the PSBN will be paid for by Broadband Technologies Opportunity Project (BTOP) grant funds. Any applicable operating costs will be paid out of the LA-RICS Operating Budget, via grants and/or Member Funded JPA Operations.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

CONCLUSION

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

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:MS:pl

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Enclosure

c: Counsel to the Authority

CONTRACT NO: MA-IS-1540038-1

COW locations	3 Year Term	Annual Renewal (Maximum Two Annual Renewals)	Additional Conduits (Non-Recurring Charge)	A/C Conduit (Non-Recurring Charge)
SCECART - Bellflower	\$117,911	\$10,500	\$6,000	\$54,000
SCELG NBL - Laguna Bell	\$104,511	\$10,500	\$6,000	\$126,000
SCELNIDO - Lawndale	\$120,611	\$10,500	\$6,000	\$188,000
SCEMADR - Madrona	\$112,511	\$10,500	\$6,000	\$126,000
SCEMRGO - Marengo	\$89,611	\$10,500	\$6,000	\$23,000
SCEMERC - Merced	\$152,411	\$10,500	\$6,000	\$86,000
SCEMNRV - Monrovia	\$105,511	\$10,500	\$6,000	\$99,000
SCELONG - Long Beach	\$267,911	\$10,500	\$6,000	\$126,000
SCESTUD - Studebaker	\$115,411	\$10,500	\$6,000	\$91,000
SCE Mesa- Monterey Park			\$3,000	\$126,000
Total	\$1,186,399	\$94,500	\$57,000	\$1,045,000

Prices are inclusive of the following network and additional provision items:

Network

- Ethernet over IP/MPLS
- 50 Mbps
- Fast Reroute
- Separate dedicated network for LARICS (with exception of our monitoring devices at two SCE nodes)
- No oversubscription
- Two diverse LARICS hub locations (A1, A2)
- Two geographically diverse SCE node locations for network control and monitoring.
- Nine Cell on Wheel (COW) sites

□

Additional provisions

- Construction and extension of SCE fiber network to each COW
- Pull boxes, concrete pads, H-Frames, and fiber cabinets
- Property licenses
- Fiber splicing, testing and turnup
- Ongoing maintenance and monitoring
- Installation of conduits for backup power and fiber, and AC Power

Note:

* SCE can suggest alternative locations at the request of LARICS

AGENDA ITEM A - ENCLOSURE

TABLE OF CONTENTS

	Page
ARTICLE 1. DEFINITIONS	1
ARTICLE 2. SERVICE	4
ARTICLE 3. CONSTRUCTION OF NEW NETWORK FACILITIES	6
ARTICLE 4. INTERCONNECTION	6
ARTICLE 5. BILLING AND PAYMENT	7
ARTICLE 6. TEST AND PERFORMANCE STANDARDS	8
ARTICLE 7. EQUIPMENT AND INSTALLATION	8
ARTICLE 8. WARRANTIES; LIMITATION OF LIABILITY	8
ARTICLE 9. INDEMNIFICATION	9
ARTICLE 10. DEFAULT	12
ARTICLE 11. TARIFFS	12
ARTICLE 12. CONFIDENTIAL INFORMATION	13
ARTICLE 13. INSURANCE	13
ARTICLE 14. TERM AND RENEWAL OPTIONS	16
ARTICLE 15. FORCE MAJEURE	16
ARTICLE 16. TAXES; OTHER CHARGES	17
ARTICLE 17. REGULATIONS	17
ARTICLE 18. MISCELLANEOUS	17
ARTICLE 19. ASSIGNABILITY	18
ARTICLE 20. NOTICES	19
ARTICLE 21. DISPUTE RESOLUTION	19
ARTICLE 22. PRICE GUARANTEE	20
ARTICLE 23. QUALITY ASSURANCE PLAN	20
ARTICLE 24. CONTRACTOR RESPONSIBILITY AND DEBARMENT	21
ARTICLE 25. PROHIBITION AGAINST USE OF CHILD LABOR (IF APPLICABLE)	21
ARTICLE 26. JURY SERVICE PROGRAM	21
ARTICLE 27. PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS	22
ARTICLE 28. TERMINATION FOR CONVENIENCE	22
ARTICLE 29. TERMINATION FOR GRATUITIES	22
ARTICLE 30. AUTHORIZATION WARRANTY	22
ARTICLE 31. RESERVATION	23
ARTICLE 32. NONEXCLUSIVITY	23
ARTICLE 33. GRANT FUNDING REQUIREMENTS	23

TABLE OF APPENDICES

- APPENDIX 1: TECHNICAL SPECIFICATIONS
- APPENDIX 2: SERVICE LEVEL AGREEMENT
- APPENDIX 3: ORDERING PROCEDURES
- APPENDIX 4: SERVICE DESCRIPTION
- APPENDIX 5: RATE SCHEDULE
- APPENDIX 6: INTERCONNECTION REQUIREMENTS
- APPENDIX 7: ACCESS SERVICE REQUEST
- APPENDIX 8: EDISON CARRIER SOLUTIONS ESCALATION LIST
- APPENDIX 9: CUSTOMER ESCALATION LIST
- APPENDIX 10: ON-NET FACILITIES LIST
- APPENDIX 11: NON-DISCLOSURE AGREEMENT
- APPENDIX 12: GRANT FUNDING REQUIREMENTS

COMMUNICATIONS TRANSPORT SERVICES AGREEMENT

This Communications Transport Services Agreement (this "Agreement") is made and entered into this ___ day of _____, 2015, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (hereinafter referred to as "SCE"), and LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS), a political subdivision of the State of California (hereinafter referred to as "Customer"). Each of Customer and SCE is referred to herein as a "Party" and, collectively, the "Parties."

WITNESSETH:

WHEREAS, SCE owns and operates telecommunications facilities within the State of California, is in the business of providing dedicated transport services, and is desirous of providing dedicated transport services, as hereinafter described, to Customer on SCE facilities pursuant to certain terms and conditions set forth in this Agreement; and

WHEREAS, Customer is desirous of having SCE provide such dedicated transport services pursuant to such terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

The terms used in this Agreement shall have their normal or common meaning except that words having well-known technical or industry meanings shall have such meanings and the following terms shall have the following meanings for the purpose of this Agreement.

(a) Acceptance- Occurrence of an event constituting acceptance by Customer of a Circuit provided to Customer under this Agreement, as defined in Appendix 3.

(b) Access Service Request ("ASR")- The capacity order for Service which delineates the type of Service, location served, Point of Termination, protocols, Capacity Term, requested Start of Service Date, and other information specific to the applicable capacity order. The Access Service Request is attached as Appendix 7.

(c) Agreement- This Communications Transport Services Agreement, including any attached Schedules, Appendices, and Exhibits.

(d) Billing Period- A calendar month for which charges are incurred under this Agreement, as further discussed in Article 5.

(e) Central Office- A common carrier switching center in which trunks and loops are terminated and switched.

(f) Circuit -The individual telecommunications facility included as part of the Service.

(g) Capacity Term- The term for which Dedicated Capacity is ordered hereunder by Customer, as specified in Appendix 5.

(h) Circuit Facility Assignment- The channel or time slot used to provide a Service.

(i) Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than SCE.

(j) Construction Interval- An interval of time or a specific date agreed to by the Parties by which construction of requested New Network Facilities is to be completed and ready for Customer testing.

(k) CPUC- The California Public Utilities Commission.

(l) Customer Claim -A third-party claim as defined in Section 9.2.1

(m) Customer Designated Premises - The premises specified by Customer for termination of Service.

(n) Dedicated Capacity- A Circuit or other unit of capacity of the Service that has been provided to Customer by SCE subject to the terms of this Agreement, as described in Appendix 5, during the Capacity Term applicable to that capacity.

(o) Dedicated Transport- A method for a Customer to connect two or more locations with a dedicated (non-switched) telecommunications service.

(p) Demarcation Point- The point at which SCE's responsibility to provide equipment and service ends and where Customer's or Customer's End-User responsibilities begin, identified as the interface between SCE and Customer at Customer's Point of Presence, the local exchange carrier's central office, a long-distance carrier's point of presence or End- User sites on the ASR, as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

(q) Design Layout Record ("DLR")- A description of the engineering assignments for the Demarcation Points.

(r) End-User- A user to whom Customer will provide telecommunications services utilizing, in part, the Services provided by SCE to Customer under this Agreement.

(s) Facilities- Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Agreement.

(t) FCC - The Federal Communications Commission

(u) Firm Order Confirmation ("FOC")- SCE's confirmation of an order and a due date for Service to be completed and ready for Customer testing.

(v) Force Majeure -An event beyond the control of a Party that causes such Party's failure to perform any material obligation under this Agreement, as further described in Article 15.

(w) Installation Costs - SCE's costs related to installing facilities for and commencing the Service.

(x) Interruption Period -The period defined in Appendix 2, Section 3.2.

(y) Letter of Agency ("LOA")- A letter sent by one Party to an Incumbent Local Exchange Carrier ("ILEC") or another Competitive Access Provider ("CAP") authorizing the other Party to act as agent for the Party in obtaining access to the ILEC's or CAP's telecommunications facilities.

(z) Minimum Service Commitment- The minimum level of Service that Customer shall be obligated to order under this Agreement, as set forth in Appendix 5.

(aa) Network- The telecommunications network of either of the Parties as the context requires.

(bb) Network Facilities- Facilities of SCE that are used in providing the Service, including existing facilities as well as New Network Facilities to be constructed pursuant to Article 3.

(cc) New Network Facilities- Network Facilities to be constructed at the request of Customer pursuant to Article 3 in order to provide the Service to Central Offices, POPs, or Customer Designated Premises not currently served by SCE's Network Facilities.

(dd) On-Net- Customer and End User locations served directly by SCE's Network Facilities.

(ee) Off-Net- One or more Customer or End User locations not served directly by SCE's Network Facilities.

(ff) Planned Service Outage- Any Service Outage caused by scheduled maintenance or planned enhancements or upgrades to the Network.

(gg) Point of Presence ("POP") - A specific location at which Customer terminates and/or originates its Service. A POP may be located at a Central Office or at some other location designated by Customer.

(hh) Premises - A physical space where service provided by SCE is terminated. Premises may consist of a building or buildings on contiguous property, not separated by a public highway or right-of-way. Premises where the Service is to be terminated pursuant hereto are Customer Designated Premises.

(ii) Required Rights- All rights, licenses, permits, authorizations, rights-of-way, easements and other agreements necessary to permit SCE to provide the Service, other than such rights, licenses, permits, authorizations, rights-of-way, easements, and other agreements necessary for interconnection with other common carriers, as set forth in Section 4.2.

(jj) Service - SCE-provided Dedicated Transport telecommunications service as agreed to by Customer and SCE, as further described in Appendix 4 and as specifically identified on the ASR.

(kk) Service Outage -A Service interruption meeting the definition set forth in Appendix 2, Section 3.2.

(ll) Special Construction Charges - One-time fees associated with New Network Facilities.

(mm) Start of Service Date- The next day after the later of: (a) the date of Acceptance (as defined in Appendix 3), (b) the date of approval of the Agreement, to the extent approval of this Agreement is required by law or regulation, or (c) such date as may be requested by Customer and agreed upon by SCE.

(nn) Tariff- A statement of standard terms and pricing for telecommunications services filed by SCE with the CPUC (intrastate tariff) or with the Federal Communications Commission (interstate tariff).

(oo) Terminal Equipment- Telecommunications devices, apparatus and associated wiring on Customer Designated Premises.

(pp) Termination Liability- Liability of Customer for early termination of any Service provided hereunder, as specified in Appendix 5.

ARTICLE 2. SERVICE

SCE shall provide the Service described in Appendix 4 to Customer in accordance with the following procedures, terms, and conditions:

2.1 Performance Specifications. The Service will be provided using SCE Facilities. SCE will use commercially reasonable efforts to maintain the quality of its network. SCE will not be responsible for any third party networks or facilities that Customer may use. The quality of the Service provided by SCE will be consistent in all material respects with industry standards, government regulations, and sound business practices, including the specifications set forth in Appendix 1. SCE will be responsible for performance monitoring and maintenance as set forth in Appendix 2.

2.2 Application for Service. Service shall be installed by arrangement between SCE and Customer. To obtain Service, Customer must complete an ASR, in accordance with Appendix 3. Provision of the Service requiring New Network Facilities will be in accordance with Article 3. Other than interconnections, which are described in Article 4, SCE does not use capacity on the networks of other carriers or providers to provide Service except by separate written agreement.

2.3 Selection of Equipment. SCE may substitute, change, or rearrange telecommunications equipment or facilities used in providing Service as long as the quality of Service or type of Service is not impaired or changed.

2.4 Limitations on Service. SCE may in its sole discretion decline any request for Service prior to the issuance of an FOC. SCE may discontinue furnishing Service in accordance with the terms of this Agreement.

2.5 Use of Service: Equipment

2.5.1 Service may be used by Customer for any lawful purpose for which the Service is technically suited.

2.5.2 Nothing herein or in the provision of the Service shall give Customer any property right or interest in the use of any specific type of facility, service, equipment, number, process, or code used in the provision of the Service. All right, title, and interest in and to such items remain, at all times, solely with SCE.

2.5.3 SCE's equipment, apparatus, channels, and lines shall be carefully used. Equipment furnished by SCE shall be returned to SCE whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). Customer is required to reimburse SCE for any loss of, or damage to, the facilities or equipment on Customer's premises, including, without limitation, loss or damage caused by agents, employees, or independent contractors of Customer through any negligence.

2.5.4 Any Service provided hereunder may be resold to other persons at Customer's option. Customer remains solely responsible for all use of service ordered by it or billed to its account pursuant hereto, for determining who is authorized to use its service, and for promptly notifying SCE of any unauthorized use. Customer shall not represent that SCE jointly participates with Customer in the provision of the service.

2.6 Discontinuation of Service.

2.6.1 By Customer. In the event of a discontinuation by Customer, Customer shall be responsible for payment of all bills for Service furnished until the disconnection date specified by Customer or until the date that the written disconnection notice is received, whichever is later, along with any applicable Termination Liability, as set forth in Appendix 5.

2.6.2 By SCE. In addition to any other rights of SCE hereunder, SCE may discontinue an affected Service promptly following written notice and without incurring any liability, in the event of:

- (a) SCE's inability to obtain or maintain a Required Right using reasonable efforts; (b)

Condemnation of any material portion of the facilities used by SCE to provide Service to Customer,

(c) A decision by the CPUC that results in a material change in this Agreement or impairs SCE's ability to perform its obligations

2.6.3 Restoration of Service.

(a) If Service has been discontinued for nonpayment or as otherwise provided herein and Customer wishes it continued, Service shall, at SCE's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at SCE's discretion. Nonrecurring charges apply to restored services.

(b) Restoration of disrupted communications services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.7 Obligations of Customer.

2.7.1 Minimum Service Commitment. Customer shall satisfy the Minimum Service Commitment for On-Net Services set forth in Appendix 5, and Customer agrees to be bound by the provisions thereof, including all penalties and remedies available to SCE for Customer's failure to satisfy the Minimum Service Commitment.

2.7.2 Control of Facilities. Customer shall be responsible for arranging access to its premises at times agreeable to SCE and Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Service. Customer shall be responsible for maintaining its Terminal Equipment and associated facilities in good operating condition. Customer shall be responsible for all calls placed by or through Customer's equipment by any person.

2.7.3 Customer Services. Customer shall be responsible for any redesign or rearrangement of its equipment or services that may be required to be compatible with the Service described herein and in the FOC. In the event that SCE makes any changes in facilities, operations, or in the minimum protection criteria or operating or maintenance characteristics of its facilities after Service begins and such changes are not made at the request of Customer or with Customer's prior approval, then SCE shall reimburse Customer for its reasonable direct costs in redesigning or rearranging its equipment or services.

2.7.4 Payment. As compensation for the Services provided by SCE, Customer shall pay the recurring and non-recurring charges set forth herein and/or in any ASR according to the terms set forth in Article 5 and Appendix 5.

2.7.5 Equipment Space and Power. As described in Appendix 6, Customer shall furnish to SCE, at no charge, equipment space and electrical power required by SCE to provide the Service under this Agreement at the points of termination of such Service owned or operated by Customer. In Central Offices and POPs not owned or operated by Customer, SCE shall provide the equipment space and electrical power required to provide the Service under this Agreement.

ARTICLE 3. CONSTRUCTION OF NEW NETWORK FACILITIES

In the event that the Service requires provision of Circuits terminating at one or more locations not served by existing Network Facilities, SCE may provide New Network Facilities in accordance with the following terms and conditions, in addition to other applicable provisions of this Agreement.

3.1 Current Requests for New Facilities. Appendix 6 sets forth those portions of the Service requiring New Network Facilities that have been agreed to by SCE as part of this Agreement, including applicable charges and Construction Intervals. For the New Network Facilities listed in Appendix 6, the start date of the Construction Interval shall be the date this Agreement is made and entered into, as shown on the first page hereof.

3.2 Future Requests for New Facilities. In addition to the New Network Facilities included in Appendix 6, Customer may, during the term hereof, request Circuits requiring New Network Facilities by completing an RFQ in accordance with the ordering procedures set forth in Appendix 3, Section B.

3.3 Failure to Meet Construction Completion Date. In the event that SCE does not deliver the New Network Facilities or provide the requested Service using comparable alternative means within thirty (30) days after the end of the Construction Interval, then either SCE or, provided that the failure to deliver the Service was not due to any act or omission on the part of Customer, Customer may terminate the request for the affected Service without further obligation with respect to such Service. In the event the requested Service not delivered by SCE as described in this Section prevents Customer from fulfilling the Minimum Service Commitment, then SCE shall reduce the Minimum Service Commitment in an appropriate amount. In the event of Service termination by Customer pursuant to this Section, Customer shall not be subject to any Termination Liability for the affected Service and SCE shall not be subject to any liability, but shall bear its own costs related to the affected Service.

3.4 Parties' Responsibilities for Construction of New Facilities. SCE shall have sole discretion with respect to the design, engineering, installation, and construction of the New Network Facilities, which shall be in accordance with industry standards and building, construction, and safety codes. Customer shall provide SCE and its representatives, agents, and contractors access to Customer facilities and Customer Designated Premises in accordance with the Service Level Agreement for purposes of construction of the New Network Facilities.

ARTICLE 4. INTERCONNECTION

4.1 Service furnished by SCE may be interconnected with services or facilities of other communications common carriers and with private systems, subject to technical limitations established by SCE. Service furnished by SCE is not part of a joint undertaking with such other common carriers or systems. SCE does not undertake to re-engineer its services in order to provide any special or unusual facilities, equipment, or services to enable Customer to interconnect the facilities or the equipment of SCE with services or facilities of other common carriers or with private systems.

4.2 Interconnection, including cross-connection, with the services or facilities of other common carriers shall be under the terms and conditions of applicable tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or Communications Systems with other common carrier's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

4.3 SCE shall identify a Demarcation Point for interconnecting with the Customer's network in the DLR. Customer shall provide the equipment and cabling necessary to connect to the Customer side of the Demarcation Point. SCE shall not be responsible for the performance, operation, testing, or troubleshooting of any facility on Customer's side of the Demarcation Point. Customer shall ensure that the facilities or equipment provided by Customer are properly interconnected with the facilities or equipment of SCE. If Customer maintains or operates the interconnected facilities or equipment in a manner that results or may result in harm to SCE's communications facilities, equipment, personnel, or the quality of such service, SCE may, upon written notice, require the use of protective equipment at Customer's expense. If the actual or potential harm is not eliminated promptly after SCE gives notice, then, SCE may, upon written notice, terminate the existing Service of Customer and Customer shall pay the applicable termination liability.

4.4 SCE shall, on behalf of and only upon Customer's request, obtain telecommunications facilities connecting Customer to a POP using a vendor selected by SCE. Customer will execute an LOA on such form as is provided by SCE, authorizing SCE to obtain directly the telecommunications facilities. Customer shall be responsible for charges, including, without limitation, monthly charges, usage charges, installation charges, non-recurring charges, and applicable termination/cancellation liabilities.

ARTICLE 5. BILLING AND PAYMENT

5.1 All Charges hereunder, including all Service fees, surcharges and taxes of any kind, shall be deemed to be incurred as of the Start of Service Date. SCE shall bill in advance charges for all Services to be provided during the ensuing Billing Period. Adjustments for quantities of the Service established or discontinued within any Billing Period will be prorated to the number of days from and including the Start of Service Date, or to and including the final date of the Service in question, as appropriate, based on a 30-day month. For any quantities of the Service established within a Billing Period, the prorated charges associated with such Billing Period will be added to the bill for the ensuing Billing Period. SCE will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.

5.2 In the event that a billing dispute occurs concerning any charges billed to Customer by SCE, Customer must submit a documented claim for the disputed amount and pay the undisputed amounts in a timely manner. Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to SCE within 90 days of the bill date for those Services. If Customer does not submit a claim as stated above, Customer waives all rights to filing a claim thereafter.

5.3 If a billing dispute is resolved in favor of Customer and Customer has withheld the disputed amount, no interest credits or penalties will apply. If a dispute is resolved in favor of SCE and Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in Section 5.5.

5.4 Billing disputes are not subject to the negotiation and mediation procedures set forth in Section 21.2 of this Agreement.

5.5 All bills for Service provided to Customer by SCE are due upon receipt and are payable in immediately available funds. If any portion of the payment has not been received by SCE thirty

(30) days after the invoice postmark date, or if any portion of the payment is received by SCE in funds which are not immediately available to SCE, then a late payment penalty shall be due to SCE. The late factor shall be the maximum amount allowable by law, but not more than 1.5% per month or 18% annually. In the event of nonpayment, SCE reserves the right to assign the late balance to a collection agency and Customer agrees to reimburse SCE for the recovery expense. SCE may declare Customer to be in default of this Agreement ninety-five (95) days after the bill date if SCE has not received a payment and late penalty by that date or a timely billing dispute claim.

**ARTICLE 6.
TEST AND PERFORMANCE STANDARDS**

6.1 SCE may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Agreement are being complied with in the installation, operation, or maintenance of Customer's or SCE's facilities or equipment.

6.2 Upon reasonable notice, SCE shall be given access to the facilities or equipment provided by SCE for such tests and adjustments as may be necessary for their maintenance and repair in a condition satisfactory to SCE. Testing, maintenance and repair related to the Service will be conducted as set forth in Appendix 2.

**ARTICLE 7.
EQUIPMENT AND INSTALLATION**

7.1 SCE shall provide, install, maintain, repair, operate, and control the telecommunications equipment necessary for providing the Service. Unless otherwise agreed to in writing, SCE shall be solely responsible for Circuit Facility Assignments on the SCE side of the Demarcation Point. SCE shall use commercially reasonable efforts to procure and maintain all Required Rights for the installation of SCE's equipment to provide the Service to the Point of Termination. Customer shall be responsible for arranging rights-of-entry from owners or managers of any Customer Designated Premises to which Customer has rights of access, and for obtaining any permits or licenses related to such Premises. Customer-provided equipment space and conduit, if applicable, will be specified in one or more separate collocation agreements.

7.2 Notwithstanding any provision of this Agreement to the contrary, if Customer provides its own telecommunications equipment, SCE shall have no obligation to install, maintain, or repair such Customer equipment.

7.3 Neither Party shall adjust, align, or attempt to repair the other Party's telecommunications equipment except as expressly authorized in advance in writing by the other Party. Neither Party's telecommunications equipment shall be removed or relocated by the other Party. Notwithstanding anything to the contrary herein, SCE shall not be responsible for repairs of any damage caused by Customer, its affiliates, officers, employees, or agents.

7.4 SCE's telecommunications equipment, including all New Network Facilities, shall remain the sole and exclusive property of SCE or its assignee, and nothing contained herein shall give or convey to Customer any right, title, or interest whatsoever in such telecommunications equipment, which shall at all times be and remain personal property notwithstanding that it may be or become attached to or embedded in realty.

**ARTICLE 8.
WARRANTIES; LIMITATION OF LIABILITY**

8.1 SCE warrants to Customer that all Service rendered by it hereunder shall be designed, produced, installed, furnished and in all respects provided and maintained in conformance and compliance with applicable federal, state, and local laws, administrative and regulatory requirements and any other governmental authorities having jurisdiction over the subject matter of this Agreement. SCE shall be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities to provide the Service.

8.2 The warranties and remedies set forth in this Agreement constitute the only warranties and remedies with respect to this Agreement. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. SCE MAKES NO WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY SERVICE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

8.3 Limitation of Liability.

8.3.1 Customer's sole and exclusive remedy for Service Outages or any interruption, degradation or failure of the service shall be the applicable credits set forth in Appendix 2. THE ENTIRE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT (EXCLUDING INTENTIONAL WRONGDOING AND UNCURED INTENTIONAL BREACH OF THIS AGREEMENT) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT.

8.3.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF THE OTHER PARTY'S CUSTOMERS OR GOOD WILL, OR LOST REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF.

8.3.3 When the services or facilities of other common carriers are interconnected or cross-connected with SCE's facilities or equipment, SCE shall not be liable for any interruption, delay, error, defect, or injury resulting from such other common carriers or their agents, contractors or employees.

8.3.4 SCE shall not be liable for interruptions, delays, errors, or defects in transmission, or for any related injury whatsoever, caused by Customer, its agents or its customers, or as a result of facilities or equipment provided by Customer.

**ARTICLE 9.
INDEMNIFICATION**

9.1 Indemnification by Customer.

Customer shall indemnify, defend, and hold harmless SCE and its parent company, affiliates, employees, directors, officers, and agents (including as to reasonable attorney's fees and other costs) from and against:

(a) Claims, demands or liability for libel, slander, infringement of copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over SCE's facilities or equipment;

(b) Claims, demands or liability for patent infringement arising from combining or connecting SCE's facilities or equipment with facilities, equipment, apparatus, or systems of Customer;

(c) Any claims, demands or liability by End Users arising out of or relating to any defect in the Service; and

(d) All other claims, demands or liability (including, without limitation, administrative complaints, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of Customer, or Customer's agents, End Users or customers, in connection with any service, facilities, or equipment provided by SCE to Customer.

9.1.1 The obligations of Customer under this Section 9.1 shall arise at such time, if any, that any claim is made, or loss is incurred by SCE, and the entry of judgment or the litigation of any claim shall not be a condition precedent to the obligations of Customer hereunder. Notwithstanding, CUSTOMER shall not be obligated to indemnify SCE for SCE's sole negligence or willful misconduct.

9.1.2 Customer shall promptly notify SCE of the existence of any matters to which Customer's indemnity obligations apply. Upon demand by SCE, Customer shall defend at its own expense any such matter; provided that SCE shall at all times also have the right to fully participate in the defense and consent to any settlement or compromise.

9.2 Indemnification by SCE.

9.2.1 SCE, at its expense, will defend Customer from and against any third party claim, action, suit, or proceeding alleging that the Service provided by SCE to Customer hereunder, when used in conformity with all applicable written instructions and documentation, infringes any U.S. patent, trademark, or copyright or constitutes misappropriation of a trade secret under U.S. law except for claims covered by Section 9.1 (a 'Customer Claim'). SCE will indemnify Customer for damages finally awarded against Customer or agreed to by SCE in settlement of such Customer Claim, and for Customer's reasonable costs incurred as a result of such Customer Claim. SCE shall have the exclusive right to defend, countersue, or settle any such Customer Claim and to collect all damages, costs, fees and other charges awarded from any such Customer Claim. SCE's obligation to defend and indemnify Customer is contingent upon (a) Customer providing SCE prompt written notice of any Customer Claim; and (b) Customer providing SCE, at SCE's expense, all information and assistance requested by SCE to settle, defend, or bring a countersuit in conjunction with any Customer Claim.

9.2.2 Notwithstanding anything to the contrary herein, SCE shall have no obligation to defend or indemnify Customer for any Customer Claim arising out of or relating to (a) designs or specifications provided by Customer, (b) modifications to any service or product provided hereunder made by or on behalf of Customer where but for such modifications there would have been no claim of infringement or misappropriation, (c) use of any service or product provided hereunder in combination with any other products or services where but for this combination there would have been no claim of infringement or misappropriation, or (d) transmission of Customer supplied content, data, or other information. Customer shall defend, indemnify and hold SCE harmless from and against any Customer Claims covered by the exclusions set forth in this Subsection.

9.2.3 If Customer's indemnified use of any of the Service is enjoined or otherwise prohibited, or if SCE reasonably believes that there exists a threat of the same, SCE shall have the right, in its sole discretion and at its expense, in addition to its indemnification obligations above, to: (i) obtain for Customer the right to continue to use the affected Service; (ii) replace the affected Service with a non-infringing service; (iii) modify the affected Service so that it becomes non-infringing; or (iv) terminate provision of the affected Service and/or terminate this Agreement, provided that in no event shall Customer incur any early termination charges pursuant to Appendix 5 of this Agreement for such termination.

9.2.4 Notwithstanding anything to the contrary herein, no software is being licensed or otherwise provided to Customer under this Agreement. Any provision of software as an adjunct to any services provided hereunder shall be subject to a separate agreement between Customer and SCE.

9.2.5 THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, AND THE ENTIRE OBLIGATION AND LIABILITY OF SCE, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS IN CONNECTION WITH ANY SERVICES, PRODUCTS, OR OTHER DELIVERABLES PROVIDED HEREUNDER.

9.2.6 General insurance requirements: Without limiting Contractor's indemnification of Customer and during the term of any agreement formulated from this inquiry, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in any agreement formulated from this inquiry. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by Customer, and such coverage shall be provided and maintained at Contractor's own expense.

Evidence of insurance: Certificate(s) or other evidence of coverage satisfactory to Customer shall be delivered to purchasing agent designee prior to commencing services under any agreement formulated as a result of this inquiry. Certificate(s) or other evidence of coverage shall be delivered to:

Los Angeles Regional Interoperable Communications System (LA-RICS)
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Attention: Contracts Section

Such certificates or other evidence shall:

- (1) Specifically identify subsequent agreement.
- (2) Clearly evidence all coverages required in subsequent agreement.
- (3) Contain the express condition that Customer is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the Additional Insured Endorsement to the commercial general liability policy, adding the Authority, Permitted Purchasers, and their Member Agencies, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Authority and its Agents) as Insureds for all activities arising from subsequent agreement.
- (5) Identify any deductibles or self-insured retentions for Customer's review. The Customer retains the right to require contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**ARTICLE 10.
DEFAULT**

10.1 A Party shall be deemed in default of this Agreement upon the occurrence of any one or more of the following events:

(a) The Party's violation of any law, rule, regulation, or any policy of any government authority having jurisdiction over Service, which violations are not remedied within ten (10) business days after written notification thereof, unless such cure period is inconsistent with any other legal requirement;

(b) Customer's neglect or refusal to provide reasonable access to SCE for the purpose of inspection and maintenance of equipment owned by SCE; provided, however, that SCE may only terminate this Agreement after providing written notice of the default and giving the Customer ten(10) days to provide the requested access;

(c) Customer's fraudulent use of SCE's Network;

(d) Use by Customer of the equipment or network provided by SCE in such a manner as to adversely affect SCE's equipment or SCE's service to others, where such use has not ceased within twenty-four (24) hours after written notice is given; or

(e) The Party's failure to perform its other obligations under this Agreement and such nonperformance is not remedied within (15) days after notice thereof, except for payment defaults, for which no cure periods in addition to those described in Article 5 shall be available.

10.2 In addition to all remedies available at law or in equity, the non-defaulting Party hereunder may terminate this Agreement upon the occurrence of a default, subject to applicable notice and cure periods.

**ARTICLE 11.
TARIFFS**

11.1 Terms used in this Agreement are as Defined in SCE's Tariffs. All terms used in this Agreement are as defined in SCE's Tariffs unless otherwise defined herein. All standard terms and conditions for Dedicated Transport contained in the Tariffs apply to this Agreement, except as expressly stated otherwise herein. Rates and other terms and conditions for services, features, and products not provided for in this Agreement will be as provided under the applicable SCE Tariff or published price list.

11.2 Detariffing. If prior to the expiration of the Term of this Agreement, SCE withdraws its tariff on file with the FCC either voluntarily or in compliance with government or judicial action, then immediately prior to the withdrawal of any tariff provisions applicable to service provided under this Agreement, SCE shall incorporate such provisions into a Published Price List. Effective on the withdrawal of SCE's FCC tariff and for the remainder of the Term, the rates and other terms and conditions for services, features, and products not provided for in this Agreement will be as provided for in SCE's Published Price List. SCE may amend the Published Price List from time to time and will maintain the Published Price List open for public inspection on SCE's website and/or at one or more offices during normal business hours.

11.3 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service. When mixed interstate and intrastate traffic is provided over a Service provided hereunder, the jurisdiction will be determined as follows:

(a) Based on a certification by Customer, if Customer's estimate of the interstate

traffic on the Service equals 10% or less of the total traffic on that Service, the Service will be governed according to the applicable rules and regulations of SCE's applicable intrastate tariff.

(b) If Customer's estimate of the interstate traffic on the Service is more than 10% of the total traffic on that Service, the Service will be governed according to the applicable rules and regulations of SCE's applicable interstate tariff.

(c) If the percentage of interstate traffic on the Service changes to the extent that it alters the jurisdiction of the Service, Customer must notify SCE of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Applicable non-recurring charges will apply to jurisdictional changes. No retroactive rate adjustments will apply to the period prior to the change in SCE's records. Any applicable Termination Liability will be transferred with the jurisdictional change of the service.

(d) By execution of this Agreement, Customer certifies that the Service being requested from SCE is intrastate traffic and therefore under the jurisdiction of the CPUC. Customer acknowledges and agrees that this Agreement shall not take effect until the authorization of the CPUC is first obtained. Customer shall cooperate with SCE in obtaining the authorization of the CPUC. If the Agreement becomes subject to the FCC's jurisdiction at some later point in time, then SCE and customer will agree to modify this Agreement to comply with any other applicable FCC requirements.

ARTICLE 12. CONFIDENTIAL INFORMATION

Each Party shall preserve the other Party's confidential information obtained from the other Party in connection with the provision of Service hereunder with the same degree of care in protecting its own confidential or proprietary information, but in any event, no less than reasonable care. The nondisclosure agreement between the Parties, attached as Appendix 11, is incorporated herein and the termination date of said agreement is modified to conform to the date of termination of this Agreement. Notwithstanding these restrictions, SCE shall not be in violation of this Agreement if it provides confidential information (1) to the CPUC pursuant to Public Utilities Code Section 583, or (2) to any federal, state, county or municipal government agency that is responsible for land over, under, or through which any of the subject fiber is, or will be, located.

ARTICLE 13. INSURANCE

CUSTOMER shall, at its own expense, secure and maintain in force, throughout the term of this Agreement:

13.1. General Liability: Commercial General Liability Insurance, written on an "occurrence" and not "claims-made" basis, covering all operations by or on behalf of CUSTOMER arising out of or connected with this Agreement, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations, and contractual liability. Such insurance shall be in limits not less than \$1,000,000, per occurrence and \$2,000,000 annual aggregate. Such insurance shall contain (a) standard cross-liability or severability of interest provision; and (b) no explosion, collapse, or underground exclusions.

13.2. Workers' Compensation and Employers' Liability: Workers' Compensation Insurance, in statutory limits, as required by the state of California, and Employers' Liability Insurance in limits not less than the following:

- (i) \$1,000,000 each accident;
- (ii) \$1,000,000 disease, each employee; and

- (iii) \$1,000,000 disease, policy limit.

13.3. Additional Insurance Provisions:

- (a) All insurance shall be maintained with insurers authorized to do business in the state of California and bearing an A.M. Best Company rating of A- VII or better (or equivalent S&P rating), and on forms and with deductibles reasonably acceptable to SCE, acceptance which shall not be unreasonably withheld.
- (b) CUSTOMER shall be permitted to self-insure (including any deductibles or self-insured retentions) the above insurance coverage requirements.
- (c) On or prior to the effective date of this Agreement, and at each annual renewal thereafter, CUSTOMER shall provide current certificates of insurance indicating that the insurance required under this Section 13 is being maintained. CUSTOMER shall provide SCE with thirty (30) days prior notice of cancellation of any of the insurance policies required under this Section 13.

The undertaking with respect to insurance shall not relieve CUSTOMER of its obligation under Section 9, Indemnification.

General insurance requirements: Without limiting Contractor's indemnification of Customer and during the term of any agreement formulated from this inquiry, Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in any agreement formulated from this inquiry. Such insurance shall be primary to and not contributing with any other insurance of self-insurance programs maintained by Customer, and such coverage shall be provided and maintained at Contractor's own expense.

Evidence of insurance: Certificate(s) or other evidence of coverage satisfactory to Customer shall be delivered to Customer prior to commencing services under any agreement formulated as a result of this inquiry. Certificate(s) or other evidence of coverage shall be delivered to:

Los Angeles Regional Interoperable Communications System (LA-RICS)
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Attention: Contracts Section

Such certificates or other evidence shall:

- (3) Specifically identify subsequent agreement.
- (4) Clearly evidence all coverages required in subsequent agreement.
- (3) Contain the express condition that Customer is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the Additional Insured Endorsement to the commercial general liability policy, adding the Authority, Permitted Purchasers, and their Member Agencies, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Authority and its Agents) as Insureds for all activities arising from subsequent agreement.
- (5) Identify any deductibles or self-insured retentions for Customer's review. The Customer retains the right to require contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to

transact business in the State of California.

Insurer financial ratings: Insurance is to be provided by an insurance company acceptable to the Customer with an a.m. best rating of not less than A:VII, unless otherwise approved by Customer. Failure to maintain coverage: failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to Customer, shall constitute a material breach of the contract upon which Customer may immediately terminate or suspend this agreement. Customer, at its sole option, may obtain damages from contractor resulting from said breach. Alternatively, Customer may purchase such required insurance coverage, and without further notice to Contractor, Customer may deduct from sums due to Contractor for such insurance.

Notification of incidents, claims or suits: Contractor shall report to Customer:

- (1) Any accident or incident relating to services performed under this agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or Customer. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against contractor arising from or related to services performed by Contractor under this agreement.
- (3) Any injury to a Contractor employee which occurs on Customer property. This report shall be submitted on a Contractor "non-employee injury report" to Customer.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of Customer property, monies or securities entrusted to Contractor under the terms of this agreement.

Compensation for Customer costs: In the event that contractor fails to comply with any of the indemnification or insurance requirements of this agreement, and such failure to comply results in any costs to Customer, Contractor shall pay full compensation for all costs incurred by Customer.

Insurance coverage requirements for sub-contractors: Contractor shall ensure any and all sub-contractors performing services under this agreement meet the insurance requirements of this agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of sub-contractors, or
- (2) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. Customer retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

Insurance coverage requirements

General Liability:

Insurance (written on ISO policy form cg 00 01 or its equivalent) 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

Automobile Liability:

Insurance (written on ISO policy form ca 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "Owned", "Hired" and "Non-Owned" vehicles, or coverage for "Any Auto".

Workers Compensation and Employer's Liability:

Insurance providing workers compensation benefits, as required by the labor code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal Law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each accident: \$1 million
Disease- policy limit: \$1 million
Disease- each employee: \$1 million

**ARTICLE 14.
TERM AND RENEWAL OPTIONS**

The term of this agreement shall commence on the date the agreement is executed and shall expire in three (3) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this agreement; except that:

- A. Customer may extend this contract for an additional 24 months. (to be done in 12 month increments).
- B. Customer shall notify vendor of any determination to extend this agreement not less than thirty (30) days before the expiration of the original or extended agreement.
- C. Customer's project manager may authorize month to month extension at the end of each agreement term, not to exceed six (6) months.

Vendor agrees that such extensions shall be at the same rates, terms and conditions. Any agreement formulated from this inquiry may be cancelled by either party, after initial year of the agreement period, upon ninety (90) days written notice. The Customer may continue to place orders against said agreement until the effective date of such cancellation.

**ARTICLE 15.
FORCE MAJEURE**

Neither Party shall be in default under this Agreement or liable or responsible for failure or delay if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by any of the following conditions: act of God, fire, flood, lack of or delay in transportation, changes in government codes, ordinances, laws, rules, regulations or licenses affecting this Agreement or changes in the interpretation of such laws, rules, regulations or licenses by a court or agency having appropriate jurisdiction, war, terrorism or civil disorder, strikes or other labor disputes, unavailability of Required Rights; failure of a third party to grant a property right required or useful to perform such agreement, changes in regulatory conditions that materially impair either Party's ability to perform its duties or obligations or to obtain the material benefits of this Agreement, or any other cause beyond the reasonable control of such Party. The Party claiming relief under this Article shall notify the other Party in writing of the existence of a Force Majeure event relied on and the cessation or termination of said event. The Party claiming relief shall exercise reasonable commercial efforts to minimize any such delay; provided that nothing in this section shall be construed as requiring SCE or Customer to settle any strike, work stoppage or labor dispute in which it may be involved or to accept any permit, certificate license or other government approval on terms deemed unacceptable to such Party, or to enter into any contract or other undertaking on terms which the Party deemed to be unduly burdensome and costly.

**ARTICLE 16.
TAXES; OTHER CHARGES**

16.1 Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this Agreement, and shall be billed as separate line items.

16.2 In certain instances, Customer may be subject to local exchange company charges or message unit charges to access SCE's network or to terminate interstate calls. SCE shall not be responsible for any such local charges incurred by Customer in gaining access to SCE's network.

16.3 SCE reserves the right to pass on to Customer, its affiliates, and associated entities any tax, levy, or other surcharge that SCE is obligated to pay to a governmental authority or other third-party, where (a) such obligation is imposed by valid and lawful legislation or other regulation, and (b) such obligation arises out of the provision or use of the Service under this Agreement.

**ARTICLE 17.
REGULATIONS**

To the extent that this Agreement is subject to the jurisdiction of the CPUC, SCE and Customer acknowledge that the Agreement is subject to such changes or modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

Each Party further represents that it is not aware of any facts that would justify a complaint to the Federal Communications Commission or any state regulatory authority concerning the prices, terms, or conditions of the transactions contemplated by this Agreement. The Parties also agree that in the event of a decision by a telecommunications regulatory authority at the federal, state, or local level necessitates modifications in this Agreement, the Parties will negotiate in good faith to modify this Agreement in light of such decision. If, after good faith negotiations, the Parties are unable to agree to modify this Agreement, either Party may terminate this Agreement by written notice to the other Party.

**ARTICLE 18.
MISCELLANEOUS**

18.1 This Agreement does not confer on either Party the authority to act as the agent or legal representative of the other Party and does not create a partnership or joint venture between Customer and SCE. Neither Party shall have any authority to bind the other Party in any manner whatsoever. This Agreement confers no rights of any kind upon any third party.

18.2 Each Party hereby represents that it has all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms.

18.3 No provision of this Agreement shall be deemed waived, and no breach or default deemed excused, unless such waiver or excuse is set forth in writing and signed by the Party against whom the waiver or excuse is sought to be enforced. The failure of either Party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not be considered the waiver of any other term or condition of this Agreement.

18.4 No subsequent agreement among the Parties concerning the Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties.

18.5 This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof.

18.6 To the extent that any terms or provisions of this Agreement shall be finally determined by a court of competent jurisdiction to be invalid, (i) such invalidity shall not affect, release or modify any other terms or provisions, and (ii) in lieu of each such provision which is invalid, illegal or unenforceable, there shall be substituted or added as part of this Agreement a legal, valid and enforceable provision which shall be selected to be as similar as possible, in achieving the economic and business objectives of the Parties, to such illegal, invalid or unenforceable provision.

18.7 Any disputes arising out of or related to this Agreement shall be subject to the Communications Act of 1934, as amended, and jurisdiction for such disputes shall be in the Federal Communications Commission. Any part of this Agreement that is not governed by the Communications Act of 1934, as amended, shall be governed by the substantive laws of the State of California without regard to that jurisdiction's choice-of-law provisions. Any mediation regarding this Agreement shall be held in the State of California. Any litigation arising out of or related to this Agreement shall be brought in Los Angeles County, California.

18.8 This Agreement is non-exclusive. Nothing in this Agreement shall prevent Customer or SCE from entering into similar arrangements with, or otherwise providing services to, any other person or entity.

18.9 Neither Party will refer in any manner to SCE's provision of services hereunder to any third party without the other Party's written consent.

18.10 Submission of this Agreement for examination or signature does not constitute an offer by SCE for the Services described herein. This Agreement shall be effective only when duly executed by both Parties.

18.11 After the Effective Date, if any legal, regulatory, or administrative authority issues a decision, ruling, order, or directive of any kind that is binding upon SCE and that affects SCE's ability to perform in accordance with the terms, covenants, and conditions of the Agreement, or any Service Order thereunder, or that otherwise requires modification or addition of terms, covenants or conditions in order for SCE to be in compliance, then the Parties shall meet in good faith as soon as practicable to discuss the modification of the Agreement or the applicable Service Order to bring it into compliance and any additional costs or burdens on SCE resulting from the modification.

18.12 The provisions of this Agreement that are intended to survive the termination, or cancellation of this Agreement, including payment obligations for Service provided prior to the termination or cancellation, and the provisions of Article 8, Section 8.3, Article 9, Article 12, and Article 13, shall survive the termination or cancellation of this Agreement.

18.13 This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

ARTICLE 19. ASSIGNABILITY

SCE may sell, convey, assign or otherwise transfer, in whole or in part, its interest in this Agreement at any time without the consent of CUSTOMER. A transfer of this Agreement pursuant to this provision shall not release SCE from its obligations under this Agreement which have accrued prior to the date of transfer except where the transfer is to an Affiliate and SCE and the Affiliate notify CUSTOMER that the Affiliate expressly accepts and assumes all of SCE's rights, obligations and liabilities under this Agreement. Provided such notice is provided to CUSTOMER, SCE shall be relieved of all liability under this Agreement from and after the date of transfer and the Affiliate shall substitute for SCE as party to this Agreement from that day forward. CUSTOMER may not assign or transfer this Agreement without the prior written consent of SCE, which consent

shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. For purpose of this section, "Affiliate" means any corporation, including limited liability corporation, utility, or other entity 5 percent or more of whose outstanding securities are owned, controlled, or held with power to vote, directly or indirectly either by SCE, or any of its subsidiaries, or by SCE's parent corporation.

Notwithstanding the foregoing paragraph, SCE shall have the unrestricted right, without CUSTOMER's consent, to subcontract any of its construction, maintenance, or other obligations hereunder. SCE agrees to provide Customer with written notice of any assignment, unless otherwise prohibited by law.

**ARTICLE 20.
NOTICES**

20.1 Notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or facsimile telecommunication, to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt or refusal thereof by the receiving Party:

If to SCE: Southern California Edison Company
4900 Rivergrade Road
Suite B120
Irwindale, CA 91706
Attn: Edison Carrier Solutions-Contract Manager

With copy to: Southern California Edison Company
Law Department, G.O. 1, Quad 3C
2244 Walnut Grove Avenue
Rosemead, CA 91770
Attn: Telecommunications Section

If to Customer: Los Angeles Regional Interoperable
Communications System (LA-RICS)
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
Attn: Susy Orellana-Curtiss

With copy to: _____

**ARTICLE 21.
DISPUTE RESOLUTION**

21.1 Dispute Resolution-. Except as may otherwise be set forth in this Agreement, all disputes arising under this Agreement shall be resolved as set forth in this Article 21.

21.2 SCE and Customer shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between an authorized representative of each of the Parties. Any dispute which cannot be resolved between the authorized representatives shall be referred to an officer or designee, of each of the Parties for resolution. SCE or Customer may give the other Party written notice of any dispute. Within twenty (20) days after delivery of such notice, the designated parties shall meet at a mutually acceptable time and place, and thereafter as

often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, SCE or Customer may initiate a mediation of the controversy. The mediation shall be facilitated by a mediator that is acceptable to all parties and shall conclude within sixty (60) days of its commencement, unless SCE and Customer agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, SCE and Customer shall enter into a written agreement for the mediation services. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no incidental, consequential or punitive damages shall be awarded in any such proceeding and each party shall bear its own legal fees and expense.

21.3 All negotiations and any mediation conducted pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1154 of the California Evidence Code shall apply, which section is incorporated in this Agreement by reference.

21.4 Notwithstanding the foregoing provisions, either SCE or Customer may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

21.5 SCE and Customer shall continue to perform their obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

21.6 If SCE and Customer, after good faith efforts to resolve a dispute under the terms of this Agreement (as provided in Section 21.2), cannot agree to a resolution of the dispute, either Party may pursue whatever legal remedies may be available to such Party, at law or in equity, before a court of competent jurisdiction and with venue in Los Angeles County, California.

ARTICLE 22. PRICE GUARANTEE

Unless otherwise qualified, bidder agrees, for the period of any agreement formulated from this inquiry, that prices quoted are maximum for the first three (3) years. For optional years (year 4 & 5), if there is a service adjustment, vendor shall notify the Customer in writing, identifying the agreement, furnish a copy of the new price list and acceptable evidence of change in the manufacturer's price structure.

All service charges must be approved by the Customer via amendment prior to implementing service. Failure to submit the service changes will result in using the last approved price until such change is approved.

If prices decline, or should vendor at any time during the life of said agreement, sell the same materials or services under similar quantity and delivery conditions to the State of California, or any County, municipality or legal district of the State of California at prices below those quoted herein, such lower prices shall be immediately extended to the Customer.

ARTICLE 23. QUALITY ASSURANCE PLAN

The Customer will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Customer's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Customer. The report will include improvement/corrective action measures taken by the Customer and Contractor. If improvement does not occur consistent with the corrective action measures, Customer may terminate this agreement or impose other penalties as specified in this agreement.

**ARTICLE 24.
CONTRACTOR RESPONSIBILITY AND DEBARMENT**

1. 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 Customer's policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.

3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, 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 County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, the Department 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

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

**ARTICLE 25.
PROHIBITION AGAINST USE OF CHILD LABOR (IF APPLICABLE)**

Vendor confirms that all of the people involved in providing the service to the Customer will meet all requirements for minimum age employment if applicable. This section is not applicable because vendor provides a service not goods, supplies, or personal property.

**ARTICLE 26.
JURY SERVICE PROGRAM**

INCORPORATED BY REFERENCE AS SET FORTH IN THE CLARIFICATION THAT IS IN SCE'S RESPONSE TO REQUEST FOR BID NO. RFB-IS-14201868-1 ATTACHED TO CONTRACT NO. MA-IS-1540038-1.

**ARTICLE 27.
PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS**

Vendors are entitled to receive payment for goods received by, or services provided to the Customer specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the Customer be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the Customer.

**ARTICLE 28.
TERMINATION FOR CONVENIENCE**

Any agreement may be terminated, when such action is deemed by Customer to be in its best interest. Termination shall be effected by delivery to vendor of a notice of termination specifying the extent to which performance of agreement is terminated and the date upon which such termination becomes effective, which shall be no less than ten (10) days after the notice is sent.

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

Vendor shall honor purchase orders accepted on or before the effective date of termination.

Termination for failure to operate in ordinary course: vendor's stability was and/is a primary basis for entering into and continuing with agreement, therefore, Customer may terminate any agreement by thirty (30) days written notice should vendor fail to continue to do business in the ordinary course.

**ARTICLE 29.
TERMINATION FOR GRATUITIES**

Customer may, by written notice to vendor, terminate the right of vendor to proceed under any agreement upon ten (10) days written notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by, or any agent or representative of vendor, to any officer or employee of Customer with a view toward securing a contract or securing favorable treatment with respect to the award of amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, Customer shall be entitled to pursue the same remedies against vendor as it could pursue in the event of default by vendor.

**ARTICLE 30.
AUTHORIZATION WARRANTY**

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

**ARTICLE 31.
RESERVATION**

The Customer reserves the right to bid individual large requirements when deemed in the best interest of the Customer.

**ARTICLE 32
NONEXCLUSIVITY**

Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with vendor.

**ARTICLE 33
GRANT FUNDING REQUIREMENTS**

Contractor acknowledges that the funds used to pay for work covered herein are federal grant funds, and that it will comply with the federal grant requirements attached as Appendix 12, as applicable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Its: Director & General Manager
Edison Carrier Solutions

LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM

By: _____

Its: Executive Director

APPENDIX 1

TECHNICAL SPECIFICATIONS

1. The Service shall comply with all relevant provisions of the following ANSI Publications: ANSI T1.510-1999 (Network Performance Parameters for Dedicated Digital Services-Specifications); and ANSI T1.514-1995 (Network Performance Parameters and Objectives for Dedicated digital Services - SONET Bit Rates). The Parties agree that if any Party, in its sole discretion, determines that an emergency action is necessary to protect its own Network, the Party may block any transmission path over its Network by the other Party where transmissions do not meet the above requirements of ANSI Publications. The Parties further agree that none of their respective obligations to one another under the Agreement shall be affected by any such blockage except that the Party affected by such blockage shall be relieved of all obligations to make payments for charges relating to such Service which is so blocked and that no Party shall have any obligation to the other Party for any claim, judgment or liability resulting from such blockage.
2. SCE has designed its network to have the following On-Net availability service levels over a 12-month period (excludes scheduled maintenance activity):

SERVICE	AVAILABILITY
ALL SONET SERVICE:	
Collapsed RinQ (SinQie Entrance)	
Span 15 miles or greater	99.900%
Span less than 15 miles	99.975%
Self-Healing Ring (Diverse Entrances)	
Fully-Protected & Redundant	99.990%
WAVELENGTH SERVICE	99.970%

APPENDIX 2

SERVICE LEVEL AGREEMENT

1. PERFORMANCE MONITORING AND REPORTING

- 1.1 SCE will be responsible for performing monitoring up to a Demarcation Point between SCE Facilities and other facilities.
- 1.2 Customer, at its expense, may provide surveillance equipment connected to Customer's side of the Circuit Demarcation Point, which will provide Customer surveillance system operations with the capability to perform surveillance of the bypass system to the End-User Premises.
- 1.3 SCE will sectionalize faults occurring within the system localized to Customer system elements as follows: SCE Transmission equipment on the End-User Premises; equipment between SCE and Customer facilities; and SCE equipment at Customer's facilities.

2. MAINTENANCE AND REPAIR

- 2.1 Any maintenance, including inspections, tests, repairs or replacements, required on SCE's system, on SCE or Customer End User Premises, shall be performed by SCE or its designated contractor(s) at no additional cost to Customer.
- 2.2 SCE shall perform all maintenance functions on its system and facilities from the End-User Premises to the Demarcation Point at Customer facilities twenty-four (24) hours per day, seven (7) days per week. This includes only trouble maintenance (Service restoration) functions. SCE scheduled maintenance will be performed during specified Customer maintenance windows.
- 2.3 Specifications. Maintenance of the system will be performed so as to meet the manufacturer's specification and the standards set forth in Appendix 1.
- 2.4 Any maintenance or service function performed by SCE on the system which will or could affect service provided by Customer End-Users will be coordinated and scheduled through Customer surveillance system operations as practical and feasible for Customer.
- 2.5 SCE reserves the right to charge Customer a reasonable fee for the use of SCE personnel and equipment when assisting Customer in the testing and troubleshooting of Customer's network on the Customer side of the Demarcation Point.
- 2.6 Response & Repair Times. In the event of an interruption or failure in the Service, SCE shall have repair personnel available to be on site within two (2) hours after receiving notification of the failure from Customer. SCE shall restore the Service on the failed system as follows:

(a) Electronic Restoration. In the event of an electronic failure, SCE shall use its best efforts to restore service to the affected electronics within two (2) hours of arrival of maintenance personnel on site.

(b) Cable Restoration. In the event of a cable failure, SCE shall begin cable restoration within two (2) hours after the faulty cable is identified. SCE shall use reasonable efforts to restore the cable no later than four (4) hours after the faulty cable is identified.

(c) Emergency Reconfiguration. If SCE's system has the capability to provide route reconfiguration to maintain Service between Customer's facility and Customer's End-User, SCE will provide reconfiguration if other means of restoration will not restore Service within the time frames stated in subparagraph (a) and (b) above. Reconfiguration will begin one (1) hour after the need to reconfigure is determined.

(d) False Call-Outs. If a Customer trouble report results in dispatch of SCE personnel, and the trouble is determined to be in Customer's network rather than a failure of SCE's network, SCE may charge Customer a reasonable dispatch fee.

2.7 SCE shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for Customer to report to SCE any interruptions or failure in the Service.

2.8 Scheduled Maintenance and Emergency Repairs.

2.8.1 Scheduled Maintenance. SCE shall notify Customer via electronic mail, telephone, or facsimile, of all scheduled Network maintenance as follows: (i) no less than two (2) business days' notice prior to performing maintenance that, in SCE's reasonable opinion, has a substantial likelihood of affecting Customer's traffic for up to fifty (50) milliseconds, and (ii) no less than five (5) business days' notice prior to performing maintenance that, in SCE's reasonable opinion, has a substantial likelihood of affecting Customer's traffic for more than fifty (50) milliseconds. Maintenance that may place the system in jeopardy or require system down time will be performed whenever practicable during the "Maintenance Window" of 10:00 p.m. and 6:00a.m. PST or a time agreed to between Customer and SCE. If a scheduled maintenance activity is cancelled or delayed, SCE will promptly notify Customer. SCE will comply with the provisions of this paragraph in rescheduling such delayed or cancelled activity unless otherwise agreed to between Customer and SCE.

2.8.2 Not less than twenty-four (24) hours before the maintenance is scheduled to begin, Customer will notify SCE's Network Operations Center (by telephone at 1-800-655-8844 or by return e-mail) whether SCE may proceed with the maintenance as scheduled. If the Customer does not cancel the scheduled maintenance at least twenty-four (24) hours before the maintenance is scheduled to begin, then Customer will be deemed to have approved the scheduled maintenance. Customer shall cooperate with SCE in good faith to reschedule cancelled maintenance activity.

2.8.3 SCE's Network Operations Center will notify Customer immediately prior to beginning scheduled maintenance work. Customer will also be notified upon completion of scheduled maintenance work.

2.8.4 Temporary Suspension for Repairs. SCE shall have the right to make necessary emergency repairs or changes in its Facilities at any time and

will have the right to suspend or interrupt Service temporarily for the purpose of making the necessary emergency repairs or changes in its system. When such suspension or interruption of Service for any appreciable period is necessary, SCE will give Customer notice thereof as reasonable as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times of day that will cause the least inconvenience. When SCE is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Service.

2.9 Access to Equipment and Facilities.

2.9.1 Whenever possible, SCE shall provide at least two (2) days' notice to Customer prior to entering Customer's Point of Presence to install, maintain or repair any telecommunications equipment or in connection with the Service provided. If it is not possible to provide such notice consistent with SCE's need to maintain Service, SCE shall provide notice to Customer as soon as practicable, but in all events prior to entering the POP. Under no circumstances shall SCE enter Customer POP, for purposes related to this Agreement, unless accompanied by Customer's Operations personnel, or unless prior permission to enter the Customer POP has been given by a representative of Customer.

2.9.2 Employees or agents of SCE shall have access to any SCE equipment or facilities at a Customer End-User Premises or Customer Premises on terms mutually acceptable to SCE and the Customer. These terms shall include, but not be limited to:

- Proper Identification
- SCE Authorized Personnel List
- Restricted Area Access Provisions
- Accompaniment by End-Users/Customer personnel

SCE employees or agents, while on Customer End-User Premises or Customer Premises, shall comply with the applicable State/Federal regulations and with plant rules and regulations of the Customer or End User whose facility it is.

2.9.3 Upon request, employees or agents of Customer shall be given escorted access, for viewing only, to areas at SCE locations containing facilities and/or-equipment associated with Customer's bypass Service, subject to SCE's access and security regulations. These shall include, but not be limited to:

- Proper Identification
- Customer Authorized Personnel List
- Restricted Area Access Provisions
- Accompaniment by SCE personnel

Customer employees or agents, while on SCE premises, shall comply with SCE's plant rules and regulations.

2.9.4 Customer shall have the right to be present during SCE equipment testing, and during scheduled and non-scheduled maintenance activity. Customer will notify SCE in advance of such requests. SCE is responsible for

ensuring that the maintenance personnel are properly trained and otherwise qualified to perform the System Maintenance.

3. CREDIT ALLOWANCES

3.1 Allowances for Interruptions in Service. Credit allowance shall be made for Service interruptions which are not due to SCE's testing or maintenance, to the negligence or willful act of Customer, or to the failure of channels, equipment, or Communications Systems provided by Customer, subject to the general limitation on liability set forth in the Agreement and the limitations set forth below. It shall be the obligation of Customer to notify SCE of any interruptions in Service. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer, is not within Customer's control, or is not in wiring or equipment connected to the terminal of SCE.

3.2.1 When an interruption occurs because of a failure of any component furnished by SCE under this Agreement (such interruption a "Service Outage"), Customer shall be entitled to a credit allowance as specified below. An "Interruption Period" begins when Customer releases an interrupted Service, Facility, or Circuit for testing and repair. An Interruption Period ends when the Service, Facility or Circuit is returned to Service. If Customer reports a Service, Facility or Circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not a Service Outage. No credit allowances will be made for a Service, Facility, or Circuit considered by SCE to be impaired.

3.2.2 For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly recurring rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only as to those facilities on the interrupted portion of the circuit.

3.2.3 A credit allowance will be given for any Service Outage of thirty (30) minutes or more not excluded under Section 3.2.4. Credit allowances for the monthly recurring charges for the affected circuit shall be calculated as follows:

Service Outage of 24 hours or less:	Credit Applied to Monthly Recurring Charges
Less than 30 minutes	None
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, and including, 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Service Outage over 24 hours Service Outage over 24 hours will be credited 1/8 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

3.2.4 No credit allowance will be made for:

(a) Interruptions due to the negligence of, or noncompliance with the provisions of this Agreement by Customer, or any authorized user, joint user, or other common carrier providing service connected to the Service of SCE;

(b) Interruptions due to the negligent acts or omissions of Customer or any person other than SCE, including but not limited to Customer or other common carriers connected to SCE's facilities;

(c) Interruptions due to the failure or malfunction of non-SCE equipment;

(d) Interruptions of Service during a period in which SCE is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

(e) Interruptions of Service during a period in which Customer continues to use the service on an impaired basis;

(f) Interruptions of Service during any Planned Service Outage;

(g) Interruptions of Service due to circumstances or causes beyond the control of SCE;

(h) Interruptions of Service that occur or continue due to Customer's failure to authorize replacement of any element of special construction; or

(i) Interruptions of Service that are not reported to SCE within thirty (30) days of the date that service was affected.

3.3 Recurring Outage Investigations. Customer may request an investigation whenever there are two or more outages on the same Service during any thirty (30) day period. Upon completion of the investigation, SCE will report the findings to Customer.

3.4 The use and restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

APPENDIX 3

ORDERING PROCEDURES

A. ON-NET SERVICE ORDERING PROCEDURES

1. Service Order Process and Intervals.

- 1.1 ASR Issuance. Upon receipt of an ASR from Customer, SCE will provide a response to Customer pertaining to any corrections or clarifications required to process the ASR. This will be completed by SCE within two (2) business days following the receipt of the ASR.
- 1.2 Firm Order Confirmation. SCE will provide a Firm Order Confirmation to Customer within two (2) business days following receipt of a complete and accurate ASR.
- 1.3 Design Layout Record ("DLR"). SCE will provide DLR information within five (5) business days following receipt of a complete and accurate ASR.
- 1.4 Acceptance. For purposes of determining the Start of Service Date and commencement of billing, Customer will be deemed to have given its "Acceptance" or "Accepted" a Circuit on the earliest of the following dates: (i) when Customer has successfully completed testing of the Circuit; (ii) when Customer puts the Circuit into revenue-producing service; or (iii) five (5) business days after SCE notifies Customer that the Service is available for testing, if Customer has not accepted the Circuit or notified SCE of problems with the Circuit.

2. Installation Intervals.

The typical installation interval for On-Net services is shown in the following table:

SONET Service:	Typical Interval:
DS-3	20 Days
OC-3	20 Days
OC-12	60 Days
OC-48	90 Days

Wavelength Service:	Typical Interval:
New System	90 Days
Existing System	30 Days

Customer may request a shorter installation interval. SCE will make commercially reasonable efforts to meet the expected Start of Service date; however, if SCE cannot provide Service by the Customer's expected Start of Service Date, then SCE will negotiate in good faith with Customer for the earliest Start of Service Date that it can reasonably meet.

3. Cancellation Charges.

Charges for cancellation of an ASR for On-Net Service are set forth in Appendix 5.

B. NEW NETWORK FACILITIES ORDERING PROCEDURES

1. Request for Quotation. Customer will submit to SCE a request for quotation ("RFQ") specifying the Service requested, the location to be served, the requested Start of Service Date, the Capacity Term, and other information specific to the applicable RFQ.
2. If SCE desires to provide Service, it shall, within ten (10) business days of receipt of an RFQ, notify Customer in writing of its intention to submit a written quotation for the Service, and the date by which the written quotation will be sent to Customer. SCE's detailed written quotation shall specify: (i) the Service to be provided; (ii) the location to be served; (iii) the applicable non-recurring charge and/or Special Construction Charges; (iv) the applicable monthly recurring charge; (v) the Capacity Term; (vi) the anticipated Start of Service Date based on the date of receipt of Customer's order; and (vii) any other terms and conditions applicable to the particular Service, such as cancellation charges and installation delay credits, if any.
3. Customer may order the Service within sixty (60) days of receipt of such quotation by submitting an ASR with a copy of the quotation attached. The quotation shall constitute a part of the terms and conditions of the ASR, when the ASR is executed by both Parties.
4. SCE shall provide an order confirmation and the Construction Interval to Customer within ten (10) business days of receipt of the ASR. SCE shall provide a DLR not later than fifteen (15) business days prior to the end of the Construction Interval.
5. Acceptance. For purposes of determining the Start of Service Date and commencement of billing, Customer will be deemed to have given its "Acceptance" or "Accepted" a Circuit on the earliest of the following dates: (i) when Customer has successfully completed testing of the Circuit; (ii) when Customer puts the Circuit into revenue-producing service; or (iii) five (5) business days after SCE notifies Customer that the Service is available for testing, if Customer has not accepted the Circuit or notified SCE of problems with the Circuit.

APPENDIX 4

DEDICATED TRANSPORT

SERVICE DESCRIPTION

1. General.

SCE provides interstate Dedicated Transport service with transmission speeds ranging from 44.736 Mbps to 2.488 Gbps. All services are generally available from all locations served by SCE Network. Each Dedicated Transport service is dedicated to Customer, and the entire usable bandwidth for each service is available to Customer for Customer's exclusive use.

2. On-Net and Off-Net Service.

2.1 SCE's Network serves a number of locations in Southern California. The current list of locations is provided in Appendix 10. Additional locations will be added from time to time and are not listed in this Appendix. Unless otherwise specified in Appendix 10, SONET and DS3 service between two On Net locations will have physically diverse service and protected paths.

2.2 Off-Net Service may be provisioned, in part, by another carrier. In the instances where SCE provides Off-Net Services using the network of another carrier, the third-party carrier's performance parameters for the Off-Net services will be passed through to Customer.

3. Service Descriptions.

Dedicated Transport Service allows Customer to connect two or more locations with non-switched service at one of a number of transmission speeds.

3.1 DS3 Service DS3 Service is a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps.

3.2 OC-3 Service OC-3 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 155.52 Mbps.

3.3 OC-3c Service OC-3c Service is a concatenated OC-3, i.e., a single high capacity channel with a SONET rate of 155.52 Mbps.

3.4 OC-12 Service OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.08 Mbps.

3.5 OC-12c Service OC-12c Service is a concatenated OC-12, i.e., a single high capacity channel with a SONET rate of 622.08 Mbps.

3.6 OC-48 Service OC-48 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 2.488 Gbps.

3.7 Wavelength Service Wavelength Service is a dedicated optical window at a specific wavelength to be used for optical carrier transmission with matching interfaces. Wavelength service does not include a timing source; Customer is expected to provide a clocking source for its equipment.

4.0 Special Services

4.1 Transport Arrangement Service

Transport Arrangement Service is available between Customer Designated Premises and LEC Central Offices where SCE has entered into collocation/interconnection agreements with LEC.

Transport Arrangement utilizes a combination of SCE's own transport network and equipment collocated at LEC Central Offices to provide transport between Customer Premises and those LEC Central Offices.

Customer who purchases Transport Arrangement Service will be provided with a Letter of Authorization from SCE. Customer will then have the ability to purchase services directly from LEC and have them terminated to their Transport Arrangement Service.

4.2 Custom Services

Dedicated Transport Services not described *above* or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis.

APPENDIX 5

RATE SCHEDULE

1. Pricing. All prices and price terms set forth herein are for On-Net Service only. Prices for Off-Net Service will be determined by SCE on an individual case basis.
2. Minimum Service Commitment.
 - 2.1 Customer shall purchase sufficient On-Net Services under the Agreement to maintain the following minimum amounts of On-Net Dedicated Capacity during the term of the Agreement, as indicated (the "Minimum Service Commitment"):
 - No Minimum Service Commitment in this contract.
 - 2.2 Following issuance of a Firm Order Commitment, Customer may not add or delete Dedicated Capacity or change the configuration of the Dedicated Capacity without prior approval of SCE. SCE may, in its discretion, impose installation, de-installation, or modification charges for any such changes by Customer, provided the Minimum Service Commitment is met by Customer at all times.
 - 2.3 Notwithstanding anything to the contrary contained herein or in the Agreement, in the event Customer fails to meet the Minimum Service Commitment in any Billing Period, Customer will be charged the sum of (i) the full amount for the Service as actually provided, and (ii) the discounted recurring fees corresponding to the shortfall between the Dedicated Capacity and the Minimum Service Commitment.
3. Capacity Term. Dedicated Capacity will be provided to Customer with associated Capacity Terms of either one (1), two (2), three (3), or five (5) years, as set forth in the ASR, commencing on the Start of Service Date for each Circuit or element of Capacity, as appropriate.
4. ASR Cancellation Policy.
 - 4.1 ASR for On-Net Service: If Customer cancels or changes an ASR after a Firm Order Commitment has been issued by SCE but before issuance of a DLR, a change order charge of One Hundred Dollars (\$100.00) will apply. If the ASR is canceled after the DLR is issued but prior to Acceptance, Customer shall pay thirty (30) days recurring charges, in addition to a one-time charge of Two Thousand Dollars (\$2,000.00) in lieu of actual costs incurred to that point. If the capacity ordered in the ASR has been activated, such capacity shall be deemed Dedicated Capacity, and Customer shall be liable for payment for such Dedicated Capacity for the remainder of the Capacity Term as set forth in Section 5 below unless the Circuit does not meet the specifications set forth herein.
 - 4.2 ASR for New Network Facilities or Off-Net Service: If Customer cancels or changes an ASR after SCE issues an order confirmation, but prior to Acceptance, Customer shall pay thirty (30) days recurring charges, in addition to any Installation Costs. If the capacity ordered in the ASR has been activated, such capacity shall be deemed Dedicated Capacity, and Customer shall be liable for payment for such Dedicated Capacity for the remainder of the Capacity Term as set forth in Section 5 below unless the Circuit does not meet the specifications set forth herein.
5. Termination Liability.

Payment for conduit and power are non-refundable.

AGENDA ITEM A - ENCLOSURE

After delivery, if Customer terminates a service for convenience, SCE will refund a portion of the One-Time Charge (OTC) paid based on the remaining months in the initial term.

OTC Monthly Refund	
Three Year OTC	0.75%
Five Year OTC	0.50%
Seven Year OTC	0.33%
Ten Year OTC	0.30%

6. Transport Pricing.

6.1 SONET and Wavelength Service. SONET and Wavelength services will be priced on an individual case basis.

APPENDIX 6

INTERCONNECTION REQUIREMENTS

Prices are inclusive of the following network and additional provision items:

Network

- Ethernet over IP/MPLS
- 50 Mbps
- Fast Reroute
- Separate dedicated network for LARICS (with exception of our monitoring devices at two SCE nodes)
- No oversubscription
- Two diverse LARICS hub locations (A1, A2)
- Two geographically diverse SCE node locations for network control and monitoring.
- Nine Cell on Wheel (COW) sites

□

Additional provisions

- Construction and extension of SCE fiber network to each COW
- Pull boxes, concrete pads, H-Frames, and fiber cabinets
- Property licenses
- Fiber splicing, testing and turnup
- Ongoing maintenance and monitoring
- Installation of conduits for backup power and fiber, and AC Power
- Power conduit installation
- Conductor wire installation
- Connection from the POC to the meter can
- Installation of the meter can

Note:

* SCE can suggest alternative locations at the request of LARICS

Site Assumptions for LARICS COW and Hub Sites

Locations

Location 1: SCECART - BELL FLOWER (LAT: 33°52'29.92"N, LONG: -118° 6'23.17"W)

Location 2: SCELGNBL - LAGUNA BELL (LAT: 33°58'27.21"N, LONG: -118° 8'50.04"W)

Location 3: SCELNIDO - LAWDALE (EL NIDO) (LAT: 33°53'44.20"N, LONG: -118°22'16.27"W)

Location 4: SCEMADR - TORRANCE (MADRONA) (LAT: 33°49'48.79"N, LONG: -118°20'40.28"W)

Location 5: SCEMRGO – ALHAMBRA (LAT: 34° 5'6.96"N, LONG: -118° 8'40.73"W)

Location 6: SCEMERC - WEST COVINA (LAT: 34° 2'58.21"N, LONG: -117°54'24.25"W)

Location 7: SCEMNRV - MONROVIA SERVICE CENTER (LAT: 34° 8'10.11"N, LONG: -117°59'36.83"W)

Location 8: SCELONG - LONG BEACH (LAT: 33°50'3.20"N, LONG: -118°12'27.00"W)

Location 9: SCESTUD - LONG BEACH (LAT: 33°46'23.60"N, LONG: -118° 6'4.90"W)

Location 10: SCEMESA – has been removed from the estimate for fiber

Location A1: LA COUNTY SHERIFF DATA CENTER 1277 N EASTERN AVE

Location A2: (PROPOSED) LA COUNTY FIRE DATA CENTER 1320 N EASTERN AVE

Assumptions for COW locations (1-4, 6 and 8-9):

- Customer to provide -48 DC power (Backup Power) to the H-Frame
- Customer to provide fiber from COW to the H-Frame
- ECS to build two conduits (Separate pricing provided) to the H-frame from the COW. (One for the backup power and one for fiber)
- Estimate is based upon all poles passing the pole loading requirements per G.O.95 specifications.
- ECS to install pull box, new concrete pad, H-frame and Fiber cabinet
- ECS to splice and test fibers
- Utility fiber availability

Assumptions for COW locations (5 and 7):

- Customer to provide fiber from COW to the ECS pull box next to the COW
- ECS to build one fiber conduit from the 2'x3'x42" pull box provided by ECS and installed next to the COW (Separate pricing provided)
- Estimate is based upon all poles passing the pole loading requirements per G.O.95 specifications.
- ECS to splice and test fibers
- Utility fiber availability

Assumptions for LAC Locations (A1 and A2):

- Customer to provide rack space and DC power for ECS equipment at both locations
- Customer to provide 24/7 access to both location for maintenance and troubleshooting
- ECS to splice and test fibers
- Customer to provide fiber from Hub location to the ECS fiber
- Customer optics to be determined during finalizing of the project details
- Demarcation at location one and two will be ESC fiber panel



Access Service Request (ASR)

A Division of SOUTHERN CALIFORNIA EDISONSM

THIS ACCESS SERVICE REQUEST IS ENTERED INTO PURSUANT TO THE CERTAIN COMMUNICATIONS TRANSPORT SERVICES AGREEMENT DATED AS OF THE _____ DAY OF _____, 2014, (THIS "AGREEMENT"), BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY (HEREINAFTER REFERRED TO AS "SCE"), AND _____ (HEREINAFTER REFERRED TO AS "CUSTOMER").

INTERSTATE TYPE I SERVICE

Billing Information

Date:

Service Information

Desired Due Date:		Order Type:							
Quantity:		<input type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel <input type="checkbox"/> Disconnect <input type="checkbox"/> Renew							
Service type:	DS1	DS3	OC3	OC12	OC48	OC192	DATA	Ring	Wavelength
<input type="checkbox"/> STS1	Line coding <input type="checkbox"/> B8ZS	Framing <input type="checkbox"/> M13	<input type="checkbox"/> Base <input type="checkbox"/> Chnlz	<input type="checkbox"/> Base <input type="checkbox"/> Chnlz	<input type="checkbox"/> Base <input type="checkbox"/> Chnlz	<input type="checkbox"/> Base <input type="checkbox"/> Chnlz	<input type="checkbox"/> 10 Mb/s <input type="checkbox"/> 50 Mb/s	<input type="checkbox"/> OC48 <input type="checkbox"/> OC192	<input type="checkbox"/> Gig E <input type="checkbox"/> 2.5 Gb/s
	<input type="checkbox"/> AMI Framing <input type="checkbox"/> ESF <input type="checkbox"/> SF	<input type="checkbox"/> C-Bit <input type="checkbox"/> Clear ch.	<input type="checkbox"/> c Protection <input type="checkbox"/> 1+1/ Unl <input type="checkbox"/> 1+1/ BI <input type="checkbox"/> 0x1	<input type="checkbox"/> c Protection <input type="checkbox"/> 1+1/ Unl <input type="checkbox"/> 1+1/ BI <input type="checkbox"/> 0x1	<input type="checkbox"/> c Protection <input type="checkbox"/> 1+1/ Unl <input type="checkbox"/> 1+1/ BI <input type="checkbox"/> 0x1	<input type="checkbox"/> c Protection <input type="checkbox"/> 1+1/ Unl <input type="checkbox"/> 1+1/ BI <input type="checkbox"/> 0x1	<input type="checkbox"/> 100 Mb/s <input type="checkbox"/> Gig E <input type="checkbox"/> 10G WAN <input type="checkbox"/> 10G LAN	Protection <input type="checkbox"/> BLSR <input type="checkbox"/> UPSR	<input type="checkbox"/> 10 Gb/s <input type="checkbox"/> 10 G WAN <input type="checkbox"/> 10 G LAN

Special Instructions

Service Location Information (Termination/Demarcation Points)

FROM (A)	TO (Z)
Company Name:	Company Name:
Address:	Address:
Floor/Room:	Floor/Room:
City/State/Zip:	City/State/Zip:
NPA/NXX or LSO:	NPA/NXX or LSO:
NCI:	NCI:
Interface Location & Type:	Interface Location & Type:
Carrier Circuit Number:	
Purchase Order Number (PON):	

Charges / Term

Item	Charge	Quantity	Total	Explanation
Monthly Recurring:	\$		\$	
Installation (one time):	\$		\$	
Other (please explain):	\$		\$	
Term:	<input type="checkbox"/> 12 Month <input type="checkbox"/> 36 Month <input type="checkbox"/> 60 Month <input type="checkbox"/> 72 Month			
Cross Connects:	<input type="checkbox"/> Customer to order all cross connects			

Contact Information

Initiator:	Email:	Phone:	Fax:
Billing:	Email:	Phone:	Fax:
Service:	Email:	Phone:	Fax:
Design/Technical:	Email:	Phone:	Fax:
Location 1 (From):	Email:	Phone:	Fax:
Location 2 (To):	Email:	Phone:	Fax:

Customer

Southern California Edison

Signature:	Date:	Signature:	Date:
x		X	
(Name)	(Title)	(Name)	(Title)

APPENDIX B

ECS WIRELINE ESCALATION LIST

	Account Management Inquiries	Installation & Network Performance Inquiries	Maintenance & Repair Inquiries	Billing Inquiries
Steps	<ul style="list-style-type: none"> • Service Requests • Pricing/Terms/ Service Level Agreements • Proposals/Contracts • Initiate Service Orders • General Service Issues 	<ul style="list-style-type: none"> • Circuit Design and Install • Circuit Activation • End-to-End Tests • Acceptance and Turnover Service • Transport System Performance Quality 	<ul style="list-style-type: none"> • Trouble Reporting • Test Assist • Coordinate Field Testing • Program Maintenance Activities • Circuit Releases 	<ul style="list-style-type: none"> • Create Invoices • Bill Collection • Answer Billing Questions
1st	<p>Krista Marshall Account Manager Tel: 626-543-8111 Cell: 818-624-8943 Krista.Marshall@sce.com</p>	<p>Charlie Spetnagel System Operations Manager Tel: 626-543-8097 Cell: 714-342-8704 Charles.Spetnagel@sce.com</p>	<p>NOC Supervisor Tel: 800-655-8844</p>	<p>Amisha Patel Business Analyst Tel: 626-543-8349 Amisha.Patel@sce.com</p>
2nd		<p>Sevag Shenian Manager of Engineering Tel: 626-543-8123 Cell: 626-253-4315 Sevag.Shenian@sce.com</p>		<p>John Tang Financial Accounting Manager Tel: 626-543-8128 Cell: 626-825-4257 Hona.Tana@sce.com</p>
3rd	<p>Brian Ryan Sales Manager Tel: 626-543-8752 Cell: 626-827-7082 Brian.Ryan@sce.com</p>	<p>John Eckman Director Of Operations Tel: 626-543-8087 Cell: 818-384-4843 John.Eckman@sce.com</p>		<p>Jasin Glasner Accounting & Internal Controls Manager Tel: 626-543-8083 Jasin.Glasner@sce.com</p>
4th	<p>Lisa Swenerton Director & General Manager Office: 626-543-8107 After Hours Via Edison Operator: 800-621-8516 Lisa.Swenerton@sce.com</p>			

APPENDIX 9

CUSTOMER ESCALATION LIST

(To Be Inserted By Customer)

APPENDIX 10
ON-NET FACILITIES LIST

APPENDIX 11
NON-DISCLOSURE AGREEMENT

CONFIDENTIAL RECIPROCAL NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIAL RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement"), effective as of _____, 2015 ("Effective Date"), is between Los Angeles Regional Interoperable Communications System ("LA-RICS"), a political subdivision of the State of California, and Southern California Edison Company ("Edison"), a California corporation (collectively, the "Parties," or individually, a "Party").

The Parties agree as follows:

1. In connection with the Parties' discussions relating to business opportunities involving use of either existing or future telecommunications infrastructure of one or both Parties (the "Discussions"), either Party may find it beneficial to disclose to the other Party certain confidential or proprietary information in written, oral or other tangible or intangible forms which may include, but is not limited to, proposals, counter-proposals, draft agreements, discoveries, ideas, concepts, know-how, techniques, maps, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial or business information (individually and collectively, "Confidential Information").

2. All Confidential Information which is disclosed by either Party to the other Party shall:
 - a. if disclosed in writing or other tangible form, be conspicuously labeled by the disclosing Party as proprietary, confidential, or the like at the time of delivery; or, if disclosed orally, be identified by the disclosing Party as proprietary, confidential or the like prior to the disclosure.

The receiving Party shall, from receipt of such notification, maintain the confidentiality of such Confidential Information in a manner consistent with Section 5 of this Agreement.

- b. be limited by each disclosing Party so as to minimize the amount of Confidential Information that is provided to the other under the protections afforded by this Agreement to only that information that is reasonably necessary to disclose hereunder. No Party will disclose Confidential Information that is unnecessary to the Discussions described in Section 1 above, without first obtaining consent from the receiving Party to accept this information.

AGENDA ITEM A - ENCLOSURE

3. The foregoing notwithstanding, the Parties hereby acknowledge that each of them, in the course of their respective businesses, from time to time obtains or is given access by third parties to confidential information belonging to those third parties, subject to the terms of separate nondisclosure agreements, which they may not divulge to other parties without violating the terms of such nondisclosure agreements ("Restricted Third Party Confidential Information"). The Parties further acknowledge that each of them may be required, by certain legal and/or regulatory obligations, to treat customer confidential information in their possession as confidential and to prevent its unauthorized disclosure to third parties ("Restricted Customer Confidential Information"). The Parties agree that if inadvertent disclosure of such Restricted Third Party Confidential Information or Restricted Customer Confidential Information occurs, upon notification of such inadvertent disclosure the receiving Party shall treat the information as Confidential Information, and shall immediately return to the other Party all documents containing such information.

4. Each Party understands that, except as otherwise agreed in writing, the Confidential Information which it may receive concerning the other Party's future plans through its participation in the Discussions is tentative and is not intended to represent firm decisions by a Party concerning the implementation of such plans. Each Party further understands that the other Party is or may be meeting with third persons and may receive information from such third persons similar to the Confidential Information which that Party may receive hereunder. Neither this Agreement, nor the exchange of Confidential Information, including proposals, counter-proposals, or draft agreements, by the Parties, shall constitute or imply a commitment by either Party to transact business with the other Party. Nor shall any oral statements made by either Party constitute or imply a commitment or be relied upon by the other Party. If, in the future, the Parties elect to enter into binding commitments for the provision of services or products by either to the other or the transaction of business with the other, such commitments will be explicitly stated in a separate written agreement or agreements executed by both Parties, and the Parties hereby affirm that they do not intend their activities under this Agreement to be construed as forming a contract for the transaction of business without execution of such separate written agreement or agreements.

AGENDA ITEM A - ENCLOSURE

5. With respect to Confidential Information received from the disclosing Party under this Agreement, the other Party shall:
 - a. hold such Confidential Information in confidence with at least the same degree of care with which it protects its own confidential and proprietary information, but in no event less than a reasonable degree of care;
 - h. restrict disclosure of the Confidential Information solely to those of its directors, officers, employees, advisors and agents with a need to know such Confidential Information and advise those persons of their obligations hereunder with respect to such Confidential Information and obtain written approval prior to disclosure of the Confidential Information to other parties;
 - c. use the Confidential Information only as needed for the purposes of the Discussions;
 - d. except for the purposes of the Discussions, not copy or otherwise duplicate such Confidential Information or knowingly allow anyone else to copy or otherwise duplicate such Confidential Information, and any and all copies shall bear the same notices or legends, if any, as the originals; and
 - e. on request, promptly return to the disclosing Party all originals and copies of the Confidential Information in a tangible form or certify to the disclosing Party that they have destroyed such Confidential Information.

6. No Party hereunder shall have an obligation to preserve the confidential nature of any Confidential Information received by such Party hereunder which:
 - a. was already known to the Party free of any obligation to keep it confidential at the time of its disclosure by the disclosing Party as evidenced, for example, by written records prepared prior to such disclosure; or
 - b. is or becomes publicly known through no wrongful act of the Party to which the Confidential Information was disclosed; or
 - c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation with respect to such Confidential Information; or

- d. is independently developed by an employee, agent, consultant or contractor of the Party without utilization of the Confidential Information of the disclosing Party; or
 - e. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - f. is approved for release by written authorization of the disclosing Party; or
 - g. is disclosed by the receiving Party as required by applicable law or regulation, including the California Public Records Act, or pursuant to a valid order of a court, regulatory commission, or a similar body; provided, however, that the receiving Party shall first have given notice to the disclosing Party so that the disclosing Party may seek a protective order or other appropriate remedy or, in the disclosing Party's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained, or that the disclosing Party waives compliance with the terms of this Agreement, the receiving Party shall furnish only that portion of the Confidential Information which it is advised by counsel is legally required.
7. This Agreement shall apply to all Confidential Information disclosed by either Party to the other Party under this Agreement through its participation in the Discussions during the term (the "Term") which shall be the period commencing on the Effective Date and expiring upon the earlier of (1) twenty-four (24) months later; or (2) upon the return of all Confidential Information to the disclosing Party; or (3) the execution of a separate written agreement or agreements covering the transaction of business that includes such Confidential Information. Either Party, however, may terminate this Agreement with or without cause at any time, and without any liability to the other Party, by providing thirty (30) days written notice to the other Party. The duty to keep any Confidential Information disclosed under this Agreement confidential shall continue for the Term. At the completion of the Term of this Agreement or upon its earlier termination, except as otherwise provided in this Agreement, all Confidential Information in tangible form shall be returned to the disclosing Party.

8. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any patents, copyrights, trademarks or trade secrets of any other Party or in the confidential Information disclosed hereunder.
9. This Agreement shall benefit and be binding upon the Parties hereto and their respective subsidiaries, affiliates, successors and assigns.
10. In the event the receiving Party discloses, disseminates or releases any Confidential Information received from the disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the disclosing Party may demand prompt return of all Confidential Information previously provided to the receiving Party. The Parties agree that any breach of Confidentiality undertaking could cause irreparable harm to the non-breaching Party, the amount of which may be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages may not be a sufficient remedy for any material breach of this Agreement and that the disclosing Party may attempt to seek specific performance and injunctive relief for any alleged breach or any threat of such breach. The provisions of this Section are in addition to any other legal rights or remedies the disclosing Party may have under federal or state law, subject to the following paragraph.
11. THE DISCLOSING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION FURNISHED TO THE RECEIVING PARTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of law principles. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.
13. As of this date, this is the sole agreement between the Parties with respect to the current discussions. This Agreement may only be changed or supplemented by a written amendment signed by authorized representatives of the Parties.

AGENDA ITEM A - ENCLOSURE

14. Terms and conditions herein shall apply to any subsequent meetings or any communications between the Parties hereto relating to the subject matter of this Agreement unless this Agreement is modified in writing and such writing is signed by authorized signatories.
15. Except as otherwise provided herein, and except as required by law, no public announcement or disclosure may be made by either Party concerning the current discussions without the prior written approval of the other Party.
16. The Parties each represent that the person executing this Agreement on behalf of such Party has been and is duly authorized so to execute this Agreement. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original. A signature page sent by facsimile or other electronic means shall be as valid as an "original" signature.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned.

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Title: _____

Date: _____

LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM

By: _____

Title: _____

Date: _____

APPENDIX 12

GRANT FUNDING REQUIREMENTS

GRANT FUNDING REQUIREMENTS

1. Funding Resources

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

1.1 State Homeland Security Program ("SHSGP")

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

1.2 Urban Area Security Initiative ("UASI")

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

1.3 Broadband Technology Opportunities Program ("BTOP")

The American Recovery and Reinvestment Act (Public Law 111-5) provided the Department of Commerce's National Telecommunications and Information Administration (NTIA) and the U.S. Department of Agriculture's Rural Utilities Service (RUS) with \$7.2 billion to expand access to broadband services in the United States. Of those funds, the Act provided \$4 billion to NTIA to support the deployment of broadband infrastructure, enhance and expand public computer centers, encourage sustainable adoption of broadband service, and develop and maintain a nationwide public map of broadband service capability and availability. Further information may be found at: <http://www2.ntia.doc.gov/>.

2. General

2.1 Funding of Agreement

Funding for all periods of this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated in accordance with Paragraph 10 (Grant Funding Requirements) of the Agreement upon a loss or reduction of grant funds or other applicable Funding Resources.

2.2. Payment to Contractor

- 2.2.1 The Authority makes no commitment to fund this Project other than as stated in Paragraph 51.0 (Termination for Non-Appropriation of Funds) of the Agreement. The Authority shall review Contractor's performance on a periodic basis. If Contractor does not meet its performance measures, the Authority may, to the extent required or permitted under the Funding Resources, unilaterally reduce the compensation due to Contractor in compliance with the provisions set forth in the Agreement upon written notice to Contractor and as set forth by a written amendment to the Agreement.
- 2.2.2 Contractor shall be paid only for necessary, reasonable, allocable and allowable expenses incurred under the Agreement.

If not on an advanced payment plan, Contractor shall request reimbursements by submitting detailed invoices as required by the Authority. Contractor shall be reimbursed after the Authority has received the all required documents and after the Authority determines that Contractor has incurred and expended funds for reasonable and allowable costs under the Agreement.

3. Compliance With State And Federal Requirements

3.1 Requirements Applicable To All Grant Agreements

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

3.2 Office of Management and Budget (OMB) Circulars

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

3.3 Single Audit Act

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

3.4 Americans with Disabilities Act

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

3.5 Political and Sectarian Activity Prohibited

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

3.6 Subcontracts and Procurement

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

3.7 Labor

- 3.7.1 Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).
- 3.7.2 Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7) as supplemented in the Department of Labor regulations (29 CFR Part 5), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) as supplemented in the Department of Labor regulations (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) as supplemented in the Department of Labor regulations (29 CFR Part 5), regarding labor standards for federally assisted construction sub agreements.
- 3.7.3 Where labor is required for public works as part of any requirements covered by this Agreement and as such is defined by the California Labor Code, Contractor shall pay no less than the applicable prevailing wages specified. Copy of prevailing wage rates is available for perusal on request.
- 3.7.4 Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.
- 3.7.5 None of the funds shall be used to promote or deter union/labor organizing activities. CA Government Code Sec. 16645 et seq.
- 3.7.6 Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).
- 3.7.7 Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

3.8 Civil Rights

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

to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; and (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. §2000e).

3.9 Environmental

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

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

3.10 Preservation

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

3.11 Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said Certification shall be submitted to the Authority concurrent with the execution of the Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be

included in the award documents for all sub-award at all tiers and that all its Subcontractors shall certify accordingly. Contractor shall immediately inform the Authority if it is debarred or becomes debarred during the term of the Agreement.

3.12 Drug-Free Workplace

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

3.13 Hotel and Motel Fire Safety Act of 1990

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

3.14 Animal Welfare

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

3.15 Public Law 110-161

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

3.16 Public Law 103-227

Contractor must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

3.17 Public Law 103-333

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

3.18 Faith-Based Activities

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

- 3.18.1 Contractor may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Contract. If Contractor conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the grant-funded programs or services.
- 3.18.2 A religious or faith-based Contractor will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct grant funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. A religious or faith-based Contractor may use space in their facilities to provide grant-funded services, without removing religious art, icons, scriptures, or other religious symbols. A religious or faith-based Contractor retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

3.19 USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The USA PATRIOT Act also establishes restrictions on access to specified materials. Restricted persons, as defined by the USA PATRIOT Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

3.20 Trafficking Victims Protection of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104), located at 2 CFR Part §175. This is implemented in

accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient

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

3.21 Fly America Act of 1974

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

4. Audits and Inspections Applicable to All Grants

4.1 Records Inspection

At any time during normal business hours and as often as the Grantor, the U.S. Comptroller General, and the Auditor General of the State of California, through any of its authorized representatives, or the Authority, may deem necessary, Contractor shall make available for examination, all of its records with respect to all matters covered by the Agreement. The Authority, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, shall have the authority to audit, examine and make excerpts, or transcripts from records, including all Contractor's and its subcontractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement. Contractor shall provide any reports to the Authority requested by any Funding Resource regarding performance of the Agreement.

4.2 Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the Authority with respect to all matters covered on file for all documents specified in the Agreement. Original forms are to be maintained on file for all documents specified in the Agreement. Such records shall be retained for a period of five (5) years after termination of the Agreement and after final disposition of all pending matters. "Pending matters" shall include, but are not limited to, an audit, litigation or other actions involving records. The Authority may,

at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by the Agreement, shall at all times be retained in the location specified in Section 42 (Records and Audits) of the Master Agreement.

4.3 Right to Access

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

4.4 Reporting

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

4.5 Failure to Comply

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

- a. Withhold a percentage of payments, at the Authority's sole discretion, until the audit is completed satisfactorily and submitted to the department;
- b. Suspend payments due to Contractor until the audit is completed satisfactorily and submitted to the Authority; and/or
- c. Impose provisions of Section 47.0 (Termination for Default), Section 10.0 (Grant Funding Requirements) and Section 31.0 (Liquidated Damages) or other applicable provisions of the Agreement as set forth therein.

4.6 Excerpts and Transcripts

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

4.7 Physical Inspections

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

4.8 Notice of Fault

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

5. Prohibition of Legal Proceedings

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

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

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

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

7. Other Grant Requirements

7.1 FEMA/OSHA Standards

Contractor agrees not to undertake any project or construction related activity prior to a full environmental and historic preservation (EHP) review. Failure to adhere to the EHP review will

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

7.2 Publishing Documents

Contractor agrees that all publications created or published with funding from the applicable Funding Resources shall prominently contain the following statement: "This document was prepared under a grant from [APPLICABLE GRANT]. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Grantor." Contractor also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by [SOURCE]."

7.3 Grant Modification

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

7.4 DUNS Number

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

7.5 Subcontract to a Federal Agency

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

8. Recovery Act Grant Requirements

8.1 Recovery Act: Buy American

If Funding Resources are used under this Agreement to construct, alter, maintain or repair a public building or public work, Contractor should be aware that the Recovery Act (in Section 1605) contains a "Buy American" provision that applies to iron, steel and manufactured goods, subject to certain exceptions. The provision is to be applied in a manner consistent with United States obligations under international agreements. Contractor shall comply, and shall require its subcontractors to comply with the terms of the ARRA Buy American Requirements, except for those components of the broadband infrastructure for which the Secretary of Commerce has granted a limited waiver. The Secretary of Commerce has granted a limited

waiver of the Recovery Act's Buy American requirements with respect to certain broadband equipment that will be used in projects funded under the BTOP grant. A description of this equipment is included in the notice of waiver published in the Federal Register at 74 FR 31410 (July 1, 2009).

8.2 Recovery Act: Wage Rate Requirements Davis Bacon Act

- 8.2.1 Section 1606 of the Recovery Act (Pub. L. No. 111-5, 123 Stat. 115) requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts.
- 8.2.2 Contractor shall comply with The Davis-Bacon Act and the guidance found at 29 C.F.R. pts. 1, 3, and 5, such that any covered contract with a contractor or subcontractor in excess of \$2,000 for construction, alteration or repair (including painting and decorating) shall contain the contract clauses found in 29 C.F.R. 5.5(a), to ensure that all laborers and mechanics employed on the Project receive payment of not less than the prevailing wage.
- 8.2.3 Contractor shall obtain and maintain its official records documentation of weekly certified payroll reports and the Statement of Compliance in accordance with Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts. Contractor is not required to submit this documentation except in response to a request for this information from the Authority or from the Grants Office.

8.3 Whistleblower Protection Act Requirement

- 8.3.1 Contractor shall comply with the Whistleblower Protection requirements of the American Recovery and Reinvestment Act (Recovery Act), Section 553 of Division A, Title XV, Public Law 111-5 which provides protection for employees of non-federal employers including employees of state and local governments, contractors, subcontractors, recipients, and any other non-federal employers receiving Recovery Act fund recipients, making specified disclosures relating to possible fraud, waste, or abuse of Recovery Act funds. The act requires any non-federal employer receiving Recovery Act funds to post a notice of the rights and remedies provided under the Act. The Recipient shall post notice of employees rights and remedies for whistleblower protections provided under Section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and shall include this notice requirement in all contracts with subrecipients, contractors, and subcontractors.
- 8.3.2 Recipients are reminded that the Office of Inspector General will verify the appropriate place of this poster as part of any field work conducted. Failure to display the poster

may result in an audit finding. The poster can be downloaded from the following web site: <http://www.oig.doc.gov/recovery/whistleblower.html>.

8.4 Use of the American Recovery and Reinvestment Act Logo on Construction Signs

All projects which are funded by the Recovery Act shall display signage that features the Primary Emblem throughout the construction phase. The signage should be displayed in a prominent location on site. Some exclusions may apply. The Primary Emblem should not be displayed at a size less than 6 inches in diameter. Additional instructions regarding specifications may be found at: <http://www2.ntia.doc.gov/>.

8.5 Recovery Act One-Time Funding

Contractor understands and agrees that Recovery Act funding is intended to provide a one-time injection of funds for purposes of stimulating the American economy

8.6 Recovery Act: Limit on Funds

The Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

8.7 Recovery Act: Use of Funds in Conjunction with Funds from Other Sources

Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law. There can be no commingling of funds. (See "Accountability and Transparency under the Recovery Act," below.)

8.8 Accountability and Transparency Under the Recovery Act

8.8.1 Separate Tracking and Reporting of Recovery Act Funds and Outcomes

8.8.1.1 Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for and reported on separately from all other funds. Contractor must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

8.8.1.2 Contractor agrees to track, account for, and report on all funds from this Recovery Act Grant award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Grantor award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. Accordingly, Contractor's accounting systems must ensure that funds from this Recovery Act Grant are not commingled with funds from any other source. Contractor further agrees that all personnel whose activities are to be charged to the award will

maintain timesheets to document hours worked for activities related to this award and non-award related activities.

8.8.1.3 Contractor understands and agrees that misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant and civil and/or criminal penalties.

8.8.2 Quarterly Financial and Programmatic Reporting

8.8.2.1 Section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements.

8.8.2.2 Under this Recovery Act program, quarterly financial and programmatic reporting will be required and will be due within 10 calendar days after the end of each calendar quarter Contractor shall provide to the Authority data required to complete and submit financial and programmatic reports no later than the last day of each calendar quarter.

8.8.2.3 This Recovery Act Grant award requires Subrecipients to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided by this Grant. Information from these reports will be made available to the public.

8.8.2.4 Section 1512 of the Recovery Act requires quarterly reporting of all Recovery Act grant recipients and subrecipients. The Authority is required to comply with these reporting requirements using a template provided by the Department of Commerce to submit the requested data. In order to assist the Authority in complying with its reporting requirements regarding the use of Grant funds by the Contract, Contractor shall provide sufficiently detailed information regarding job creation in connection with its use of Grant funds to the Recipient on a quarterly basis. Contractor shall provide any additional information as may be necessary for the Authority to submit complete and full quarterly reports to the Department of Commerce. Contractor must maintain, and provide to the Recipient on a quarterly basis, auditable documentation supporting all reported data, including jobs data and provide copies to the Authority as requested. Documentation should provide evidence that i) Created/retained positions and overtime hours are funded by Recovery Act awards, ii) Personnel are directly supporting Recovery Act projects and activities, and iii) Positions meet the criteria for "created"/"retained" positions and overtime hours.

8.8.2.5 Recommended documentation includes: old and new organizational charts; new position descriptions; job postings, offer letters and acceptance forms; staffing lists; timecards and payroll records; budget comparisons and/or projections before and after the Recovery Act award date; formal layoff recommendations and retractions (memos, reports); minutes of formal meetings where official budget decisions are made; and employee activity reports.

8.8.2.6 Reporting information shall be submitted to the Authority in accordance with the following reporting schedule:

Reporting Period	Due Date
July 1 – September 31	October 5th
October 1 – December 31	January 5th
January 1 – March 31	April 5th
April 1 – June 30	July 5th

8.8.2.7 Contractor understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant funds, and repayment by Contractor to the Authority of any unlawful expenditure.

8.8.2.8 To obtain the Grant funds, the grantors required an authorized representative of the Authority to sign certain promises and special conditions regarding the way the Grant funds would be spent ("Special Conditions"). By signing these Special Conditions, the Authority became liable to the Grantor for any funds that are used in violation of the Grant requirements. Contractor shall be liable to the Grantor for any funds the Grantor determines Contractor used in violation of these Special Conditions. Contractor shall indemnify and hold harmless the Authority for any sums the Grantor determines Contractor used in violation of the Special Conditions.

8.8.3 Contractor Reports

Not later than 5 days after the end of each calendar quarter, Contractor shall submit a report to the Authority that contains:

- a. The total amount of recovery funds received from that agency;
- b. The amount of recovery funds received that were expended or obligated to projects or activities;
- c. A detailed list of all projects or activities for which recovery funds were expended or obligated, including:
- d. The name of the project or activity;
- e. A description of the project or activity;
- f. An evaluation of the completion status of the project or activity;
- g. An estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- h. For infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with

funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and

- i. Detailed information on any subcontracts or sub-grants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

8.8.4 Monitoring of Subcontractors

All Contractors should bear in mind that any recipient of grant funds will be responsible for monitoring of sub-contracts under the Funding Resources in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide. Primary Contractor will be responsible for oversight of sub-contractors spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds

8.8.5 Reporting Fraud, Waste, Error and Abuse

- 8.8.5.1 Contractor shall promptly refer to the Department of Commerce Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Referrals can be made online at <http://www.oig.doc.gov/oig/hotline/000016.html> or by calling 1-800-424-5197.

- 8.8.5.2 The Recovery Act provides certain protections against reprisals for employees of non-federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to Section 1553 of the Recovery Act.

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

9.1 Applicable Statutes and Regulations

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

- 9.1.1 Title 28 CFR Part 66 and 70; EO 12372; Current edition of the OJP Financial Guide (M71 00.1); Current edition of the OJP Financial Guide (M71 00.1); Current edition of

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

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

9.2 Use of DHS Seal, Logo and Flags

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

10. Non-Compliance

Contractor understands that failure to comply with any of the above requirements as they relate to the work contemplated under this Agreement may result in suspension, termination or

reduction of grant funds, and repayment by the Contractor to the Authority of any unlawful expenditure.

11. Conflict of Interest

11.1 General

Contractor warrants and represents that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractor is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

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

11.2 Definitions

11.2.1 Immediate Family

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

11.2.2 Financial or Other Interest

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

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

11.3 Representations

- 11.3.1 Contractor further covenants that no officer, director, employee or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential Contractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee or agent).
- 11.3.2 Contractor shall not subcontract with a former director, officer or employee within a one (1) year period following the termination of the relationship between said person and Contractor.
- 11.3.3 Prior to obtaining the Authority's approval of any subcontract, Contractor shall disclose to the Authority any relationship, financial or otherwise, direct or indirect, of Contractor or any of its officer, directors or employees or their immediate family with the proposed Contractor and its officer, directors or employees.
- 11.3.4 For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and federal regulations regarding conflict of interest.
- 11.3.5 Contractor warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining the Agreement.
- 11.3.6 Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this Project during his/her tenure as such employee, member or officer or for one year thereafter.
- 11.3.7 Contractor shall incorporate the foregoing subsections of this section into every agreement that it enters into in connection with this Agreement.

12. Miscellaneous

12.1 Travel Expenses

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

12.2 Obligations Binding on Subcontractors

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

12.3 Inventions, Patents and Copyrights

12.3.1 Reporting Procedure for Inventions

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

12.3.2 Rights to Use Inventions

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

12.3.3 Copyright Policy

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

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

12.3.3.3 Contractor shall comply with 24 CFR 85.34.

12.3.4 Rights to Data

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

12.3.5 Obligations Binding on Subcontractors

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

13. Public Safety Broadband and FCC Requirements

13.1 FCC Compliance

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

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

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

13.2 FirstNet Compliance

Contractor acknowledges that (a) FirstNet was created by the Tax Relief Act; (b) one of the fundamental goals of the Tax Relief Act is to deploy and operate a nationwide interoperable public safety broadband network under the authority of FirstNet; (c) although the nationwide architecture for that network has not yet been established, and the technical standards for the network continue to evolve, the PSBN, at some point, is contemplated to be a part of that network; (d) the Authority has entered into the Spectrum Manager Lease Agreement with FirstNet; (e) the Authority's BTOP Grant is conditioned upon the effectiveness of the Spectrum Manager Lease Agreement and the Authority's compliance therewith; (f) the Spectrum Manager Lease Agreement may be terminated for failure to comply with any of its material terms or a material breach of any of its terms and conditions; and (g) the Spectrum Manager Lease

Agreement contains terms and conditions that apply to the Contractor, the PSBN, Contractor's other Work. Accordingly, Contractor agrees that the Contractor, the PSBN, and all other Work shall (i) comply with all terms and conditions of the Spectrum Manager Lease Agreement; (ii) do nothing that would constitute or cause a breach of any such terms and conditions or to interfere with the Authority's compliance therewith; and (iii) meet all requirements for the PSBN as provided for by the Spectrum Manager Lease Agreement. Further, to the extent the Authority, the PSBN, and/or other Work is required to do so, as a part of its Work under this Agreement, the Contractor shall (A) conform the PSBN or such other Work to the requirements of FirstNet; (B) provide all such assistance as is required by the Authority in order to respond to information requests of and/or coordinate with FirstNet; (C) fully cooperate and assist the Authority and/or the FirstNet; and (D) perform such other deliverables or work as described in this Agreement regarding FirstNet

13.3 Adjacent Jurisdictions

If requested, Contractor shall cooperate with Authority in complying with the requirements for coordination in the case of adjacent jurisdictions utilizing the public safety broadband spectrum to build out local networks, including: (a) before deployment, coordinating and addressing interference mitigation needs with any adjacent or bordering jurisdictions that also plan deployment; (b) memorializing in writing any agreement with adjacent or bordering jurisdictions and submitting the same to the FCC's Emergency Response Interoperability Center (ERIC) within 30 days of completion; and (c) notifying ERIC of any changes or updates to such agreements within 30 days.

13.4 Demonstration Network

Contractor shall participate in, and, if requested, shall assist Authority in participating in, the PSCR/DC Demonstration Network, including participation by Contractor through submission of its equipment to be evaluated under the test plans established by the National Institute of Standards and Technology.

13.5 Conformance Testing.

If requested, Contractor shall cooperate with Authority as necessary for Authority to perform conformance testing in consultation with a certified laboratory as required by the FCC Waiver Order and FCC Technology Order, and to submit certification of conformance testing to the FCC.

13.6 Interoperability Testing

If requested, Contractor shall cooperate with Authority and provide Authority with information necessary for Authority to submit a plan for conducting interoperability testing on the interfaces specified in the FCC Waiver Order and in accordance with the requirements for interoperability testing as specified in the same.

13.7 Technical Requirements for Deployment

If requested, Contractor shall cooperate with Authority and provide Authority with information necessary to certify to ERIC that Authority will meet the approved initial set of technical requirements necessary for deployment, as required by the FCC Waiver Order and FCC Technology Order.

13.8 Plan for Significant Population Coverage.

If requested, Contractor shall cooperate with Authority and provide Authority with information necessary for Authority to submit a plan to the FCC for achieving significant population coverage within Authority jurisdiction within 10 years of service availability.

14. Instructions for Certification

14.1 Signature

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

14.2 Material Representation of Fact

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

14.3 Notification of Erroneous Certification

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

14.4 Definitions and Coverage

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

14.5 Contracts with Other Entities

The prospective recipient of Funding Resources agrees by submitting the proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily

excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

14.6 Inclusion of Clause

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

14.7 Lower Tiered Certification

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

14.8 Establishment of a System of Records

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

14.9 Available Remedies

Except for transactions authorized under Section 14.5 (Contracts with Other Entities) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment A – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans Cooperative Agreements

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

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

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

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

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

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Attachment B – Certification Regarding Drug Free Workplace Requirements

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

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

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

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

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

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

Attachment C – Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverage's checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

<input type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and WC Statutory Employer's Liability (EL)	WC Statutory EL _____
--	--------------------------

<input type="checkbox"/> Waiver of Subrogation in favor of LA-RICS	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
--	---

<input type="checkbox"/> General Liability	\$ _____
--	----------

<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct
<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> _____

<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ _____
--	----------

<input type="checkbox"/> Professional Liability (Errors and Omissions) (Discovery Period 12 Months After Completion of Work or Date of Termination)	\$ _____
---	----------

<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	\$ _____
--	----------

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/> _____

<input type="checkbox"/> Pollution Liability \$ _____	<input type="checkbox"/>	\$ _____
---	--------------------------	----------

<input type="checkbox"/> Pollution Liability	\$ _____
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<input type="checkbox"/> Surety Bonds – Performance & Payment (Labor & Materials) Bonds	\$ _____
---	----------

<input type="checkbox"/> Crime Insurance	\$ _____
--	----------

Other: _____

**Attachment D – Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(Read Attached Instructions for Certification before Completing)

The prospective recipient of Funding Resources certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective recipient of Funding Resources is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

Signature

Date

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

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

The prospective recipient of Funding Resources shall provide immediate written notice to the person(s) with whom he enters into this agreement, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

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

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

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

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Section 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment E – Management Representation

As a prerequisite to receipt of a Funding Resources funded Agreement and as material facts upon which the Authority may rely in preparing the Agreement, I, an authorized representative of Contractor, make the following representations:

I am responsible for the fair presentation of Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the Authority. I will make available to the Authority all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True False

Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True False

I have advised and will continue to advise the Authority of any actions taken at meetings of Contractor's Board of Directors and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the Agreement.

True False

Except as recorded or disclosed to you herein, I know of no instances of:

Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True False

Guarantees, whether written or oral, under which Contractor is contingently liable.

True False

Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies or for any other reason, that would affect the financial records and/or continuing viability of Contractor as an on-going concern.

True False

I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True False

I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the Agreement.

True False

I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True False

I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of Contractor.

True False

Contractor has satisfactory title to all assets being used in the LA-RICS Project, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True False

Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True False

I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (LA-RICS Project related or otherwise) compensation.

True False

I have responded fully to all the Authority's inquiries related to Contractor's financial records and/or reports.

True False

I understand that the Authority's auditing and monitoring procedures of Contractor are limited to those which the Authority determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation or illegal acts that may exist.

True False

I understand that the Authority's audit and monitoring reports are intended solely for use by Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True False

If one or more of the above statements is found to be false, I understand that the Authority may terminate this Agreement immediately. I also understand that I have a continuing duty to report to the Authority any material factual change to any of these statements.

True False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

For (Name of Contractor): _____

Signature

(Person Authorized by the Board of Directors to Bind Corporation)

Printed Name

Title

Date Signed