



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS MEETING

Thursday, January 5, 2012 • 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: December 30, 2011

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

Members:

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

Officers:

1. **Patrick Mallon**, Executive Director
2. **Wendy L. Watanabe**, County of Los Angeles Auditor-Controller
3. **Mark J. Saladino**, County of Los Angeles Treasurer and Tax Collector
4. **Patricia Saucedo**, Board Secretary



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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. APPROVAL OF MINUTES

1. December 15, 2011 Minutes – Special Meeting

Attachment: Item 1

IV. CONSENT CALENDAR – (None)

V. REPORTS (2–4)

2. Committee Reports

- A. Finance Committee – No Report
- B. Legislative Committee – No Report
- C. Operations Committee – No Report
- D. Technical Committee – No Report

3. Director's Report – Pat Mallon

4. Grant Status – Pat Mallon

Attachment: Item 4

VI. DISCUSSION ITEMS (None)

VII. ADMINISTRATIVE MATTERS (5–6)

5. Approve Contract for Environmental Documentation Services – Pat Mallon

RECOMMENDATION: It is recommended that the Board:

1. Delegate authority to the Executive Director to execute a contract with UltraSystems Environmental, Inc. ("UltraSystems"), substantially in the attached form, to prepare environmental documents for a voice and data telecommunications system ("Telecommunications System") which is capable of supporting: (1) land mobile radio ("LMR") and (2) Long Term Evolution ("LTE") broadband mobile data systems. This contract would be for a term of three years and for an amount not-to-exceed \$1,976,183.



2. Delegate authority to the Executive Director, or his designee, to execute amendments to the proposed contract that are consistent with the scope of work under the contract and do not exceed the not-to-exceed amount of the contract.
3. Delegate authority to the Executive Director, or his designee, (a) to issue all notices to proceed under the proposed contract and to authorize payment of all invoices under the proposed contract, in each case, up to amounts authorized by the LA-RICS Fiscal Manual, and (b) to report to the Board of Directors monthly on the status of the contract, including any notices to proceed issued under the contract, expenditures under the contract and any contract amendments.
4. Approve an amendment to the FY 2011-12 Operating Budget, increasing the Grant Funded Expenditures line item by \$1,176,183, totaling \$3,526,183 in Grant Funded Expenditures, for a budget total of \$10,962,183.

Attachment: Item 5

6. Amendment to LA-RICS Fiscal Manual – Pat Mallon

RECOMMENDATION: It is recommended that the Board:

1. Amend the LA-RICS Fiscal Manual to delegate authority to the LA-RICS Director, or such person's designee, to pay invoices up to \$500,000 per single transaction without further Board action on new and existing contracts, agreements and Memoranda of Understanding (MOU); and
2. Amend the LA-RICS Fiscal Manual to delegate authority to the LA-RICS Director, or such person's designee, and the Chair of the Board, or such person's designee, to pay invoices exceeding \$500,000 per single transaction without further Board action on new and existing contracts, agreements and MOU's.

Attachment: Item 6



VIII. MISCELLANEOUS – (None)

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

7. Project Funding

8. Project Risk Controls

X. PUBLIC COMMENT

XI. ADJOURNMENT and NEXT MEETING:

Thursday, February 2, 2012, 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 at (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.



Board of Directors SPECIAL MEETING MINUTES

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

December 15, 2011

739 Kenneth Hahn Hall of Administration
500 West Temple St., Los Angeles, CA 90012

Board Members Present:

William “Bill” T Fujioka Chair, CEO, County of Los Angeles
Donald “Don” Pedersen, Police Chief, City of Culver City, At Large Seat
Mark R. Alexander, City Manager, City of La Cañada Flintridge, representing Contract Cities Association
Daryl L. Osby, Fire Chief, County of Los Angeles
LeRoy J. Jackson, City Manager, City of Torrance, representing At Large Seat
Leroy “Lee” D. Baca, Sheriff, County of Los Angeles

Representatives For Board Members Present:

Alan Patalano, representing Reginald “Reggie” Harrison, Deputy City Manager, City of Long Beach
Patricia “Patty” J. Huber, representing Miguel Santana, CAO, City of Los Angeles
Ray Krakowski, representing Gregory “Greg” L. Simay, Assistant General Manager, City of Burbank Water & Power, At Large Seat
Andrew Fox, representing Millage Peaks, Fire Chief, City of Los Angeles Fire Department
Sandy Jo MacArthur, representing Charles “Charlie” L. Beck, Vice Chair, Police Chief, City of Los Angeles
Nancy L. Ramirez, representing Steven K. “Steve” Zipperman, Police Chief, Los Angeles School Police Department

Officers Present:

Pat Mallon, LA-RICS Executive Director
Rachelle Anema, representing Wendy L. Watanabe, Los Angeles County Auditor-Controller
Patricia Saucedo, Board Secretary

Absent:

Kim Raney, Police Chief, City of Covina, At Large Seat
Scott Pickwith, Police Chief, City of La Verne, representing the Los Angeles County Police Chiefs Association
Harold Scoggins, Fire Chief, City of Glendale, representing the Los Angeles Area Fire Chiefs Association
Dr. Mitchell H. Katz, Director, DHS, County of Los Angeles
Gerry F. Miller, Chief Legislative Analyst, City of Los Angeles
Mark J. Saladino, Los Angeles County Treasurer and Tax Collector

AGENDA ITEM 1



I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

Chair Bill Fujioka made an acknowledgement that a quorum was present.

III. APPROVAL OF MINUTES

1. November 3, 2011 Minutes – Regular Meeting – **Motion Approved.**

IV. CONSENT CALENDAR – (None)

V. REPORTS (2–3)

2. Committee Reports:

- A.** Finance Committee – Greg Simay – No Report.
- B.** Legislative Committee – no report.
- C.** Operations Committee – no report.
- D.** Technical Committee – no report.

3. Director’s Report – Pat Mallon

Executive Director Pat Mallon provided a status report on the following items:

- a. Telecommunications RFP – This RFP was released on 11/08/11. Notifications were sent to over 600 vendors and documents were requested by 36 vendors. The Proposers’ Conference was held on 11/17/11. The last date to submit questions or requests for site tours was on 11/29/11. We received questions from two potential proposers; no tours were requested. Addendum B was released on 12/01/11. Responses to questions were released on 12/06/11. Proposals for this contract are due on 01/03/12.
- b. Evaluation Team – We have identified 6 evaluators to review the Telecommunications proposals. Their time commitment is a key concern. We will maintain our commitment to the equitable representation. Training on Evaluation Procedures is underway with technical training being done by our SMEs. Training will conclude on 01/04/12. Evaluations will begin on 01/04/12. We anticipate it to take approximately 4-to-6-weeks per proposal, full-time to evaluate.
- c. Environmental Consultant Proposals – The proposals were received on 11/17/11. Evaluations of written proposals and interviews have been completed. We are currently finalizing negotiations. We will bring this matter to your Board for approval at your January 5, 2012 meeting.
- d. Site Inspections – The preliminary notification to Contract and independent cities is ongoing. Site visits began on 11/28/11. Staff is specifically looking at locations for Broadband Mono Poles and support of equipment (i.e., emergency power, communications equipment rooms, etc.).
- e. NTIA Performance Improvement Plan – A request for project update was received from NTIA due to lack of grant fund expenditures. We will include milestone description and a schedule for completion. The major outstanding issues are: Evaluation Period; Contract Negotiations and Execution; CEQA/NEPA; and Completion of Detailed Design.



Measures taken in mitigation of the foregoing issues include: a prescriptive site list; a CEQA process concurrent with the completion of the Detailed Design; delineation of time constraints in the RFP; and aggressive project management. Our response is due to NTIA by 12/16/11.

- f. Project Management RFP – This RFP was released on 12/06/11. The Proposers' Conference will take place on 12/16/11. All proposals are due on 01/19/12.
- g. LA-RICS Web-site – Pat Mallon concluded by informing Board Members that the LA-RICS website has now been updated by Deltawrx.

VI. DISCUSSION ITEMS (4)

4. Grant Status – Pat Mallon

Because of a delay in the project, we have 3 grants about to expire. The PSIC grant expires on June 30, 2012; and the UASI and SHSGP '08 grants both expire on May 31, 2012. Barring a grant period extension, we will be unable to spend these funds by the performance period deadline.

Board Member Leroy Jackson asked how much is left in grant funding if those 3 grants are repurposed?

Answer - \$55,127,722 in funding for the LMR (which includes expenditures projected for the SHSGP and UASI '08) as well as \$153,241,868 for the LTE.

Board Member Jackson asked for advance notice of these types of grant activities in the future.

VII. ADMINISTRATIVE MATTERS (5-7)

5. JPA Elections for At Large Board Members – Pat Mallon

RECOMMENDATION: It is recommended that your Board set the date for At Large Member Directors mail-in ballot elections for Thursday, June 7, 2012.

Board Member Mark Alexander went on record that he would be abstaining from the vote, as he believes the Bylaw paragraph 5 is in contradiction with the JPA language ("language is not substantiated by the language in the JPA").

John Krattli stated he would look into the matter and report back to the Board.

A Motion was approved for the voting timeline as shown on Attachment Item 5; however, the Bylaws as to Member Seating will be reviewed. Board Member Mark Alexander abstained from this vote.

Motion Approved.



6. Services Provided by County of Los Angeles Departmental Staff – Pat Mallon

RECOMMENDATION: It is recommended that your Board:

- 1) Confirm and acknowledge the delegated authority action taken by Executive Director, per action taken by your Board at the October 7, 2010 Board of Directors Meeting and consistent with the approved Fiscal Year 2011-12 Operating Budget, to execute an Agreement and Memorandum of Understanding (MOU) for services provided by Los Angeles County (County) Departmental staff to the Authority;
- 2) Confirm and acknowledge the Executive Director's delegated authority to enter into new Agreements and MOUs for services provided by County Departmental staff to the Authority, consistent with the approved Fiscal Year 2011-12 Operating Budget and future fiscal years' approved Operating Budget, as applicable; and
- 3) Delegate authority to the Executive Director to amend current and future Agreements and MOUs for services provided by County Departmental staff to the Authority, consistent with the approved Fiscal Year 2011-12 Operating Budget and future fiscal years' approved Operating Budget, as applicable.

Board Member Leroy Jackson requested a copy of the template agreements referenced in this item. County Counsel Amanda Drukker informed Mr. Jackson that the template agreements were approved by the Board at the October 7, 2010 Board meeting, and copies of the meeting agenda and minutes would be made available to him.

Board Member Jackson requested a clarification on why an amendment would be required. It was explained that changes in personnel assignments and in the amounts budgeted under the Agreements and MOU's may require an amendment; however, no amendments it would exceed the amounts approved in the corresponding fiscal year budget.

Motion approved with modification to item #3 to include delegated authority to the Executive Director to amend current and future Agreements and MOU's for services provided by County Departmental staff to the Authority, as it relates to personnel changes and changes in the amounts budgeted under the Agreements and MOU's, all consistent with the approved Fiscal Year 2011-12 Operating Budget and future fiscal years' approved Operating Budget, as applicable. All other amendments to substantive terms would be brought back to the Board.

Motion Approved.

7. Repurposing UASI Grant Funds – Greg Simay

RECOMMENDATION: It is recommended that the Board of Directors encourage the City of Los Angeles to utilize any and all repurposed Urban Area Security Initiative 2008 (UASI) funding toward other IJ1 Interoperable Communications projects that expand the capacity of existing regional communications systems and improve regional communications by directly benefiting more than one agency.

Executive Director Pat Mallon presented this item in Greg Simay's absence. Alternate Board Member Ray Krakowski explained the request was to repurpose UASI '08 funds to other IJ1 projects. An amendment was made by Alternate Board Members Patty Huber and Andrew Fox to



make the recommendation as follows: "Encourage UASI Approval Authority to utilize any and all repurposed UASI 2008 funding toward other IJ1 Interoperable Communications projects that expand the capacity of existing regional communications systems and improve the regional communications by directly benefiting more than one agency as it relates to the LA-RICS project."

Alternate Member Ray Krakowski proposed we not "tie down" the funding to LA-RICS only. Alternate Member Sandy Jo MacArthur reiterated it would go to IJ1 projects that support the LA-RICS project.

Motion Approved.

VIII. MISCELLANEOUS – (None)

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

8. Project Funding

9. Project Risk Control

X. PUBLIC COMMENT – (None)

XI. ADJOURNMENT and NEXT MEETING:

The next meeting will be held on Thursday, January 5, 2012, at 9:00 a.m., at the Grace E. Simons Lodge.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
(323) 881-8291

PATRICK J. MALLON
EXECUTIVE DIRECTOR

January 5, 2012

TO: LA-RICS AUTHORITY BOARD OF DIRECTORS

FROM: PATRICK J. MALLON, EXECUTIVE DIRECTOR

GRANT STATUS

I. Background

On December 15, 2011, your Board requested an update on Urban Areas Security Initiative FY '09 (UASI), and State Homeland Security Grant Program FY '09 (SHSGP) grants. The table below reflects the FY '09 grants and period of performance deadlines.

Grant Program	Grant Award	Deliverables	Grant Deadline	Period of Performance Deadline
FY '09 UASI	\$ 21,496,695	System Design & Equipment	May 31, 2012	April 30, 2012
FY '09 SHSGP	\$ 5,769,201	System Design	May 31, 2012	April 30, 2012

II. 2009 Grant Extensions

It is the intent of the LA-RICS project staff to seek extensions on both UASI and SHSGP '09 grants. We have reached out to the respective grant administrators, and they have informed us that the State will not entertain any extension requests until 60-days prior to the grant deadline. We anticipate demonstrating significant progress by February 2012, in order to substantiate and validate our extension request.

We will be sure to keep your Board apprised of any developments.

AGENDA ITEM 4



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
(323) 881-8291

PATRICK J. MALLON
EXECUTIVE DIRECTOR

January 5, 2012

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

Dear Directors:

APPROVE CONTRACT FOR ENVIRONMENTAL DOCUMENTATION SERVICES FOR A TERM OF THREE YEARS NOT TO EXCEED \$1,976,183

RECOMMENDED ACTIONS

It is recommended that the Board:

1. Delegate authority to the Executive Director to execute a contract with UltraSystems Environmental, Inc. ("UltraSystems"), substantially in the attached form, to prepare environmental documents for a voice and data telecommunications system ("Telecommunications System") which is capable of supporting: (1) land mobile radio ("LMR") and (2) Long Term Evolution ("LTE") broadband mobile data system. This contract would be for a term of three years and for an amount not-to-exceed \$1,976,183.
2. Delegate authority to the Executive Director, or his designee, to execute amendments to the proposed contract that are consistent with the scope of work under the contract and do not exceed the not-to-exceed amount of the contract.
3. Delegate authority to the Executive Director, or his designee, (a) to issue all notices to proceed under the proposed contract and to authorize payment of all invoices under the proposed contract, in each case, up to amounts authorized by the LA-RICS Fiscal Manual, and (b) to report to the Board of Directors monthly on the status of the contract, including any notices to proceed issued under the contract, expenditures under the contract and any contract amendments.
4. Approve an amendment to the FY 2011/2012 Operating Budget, increasing the Grant Funded Expenditures line item by \$1,176,183, totaling \$3,526,183 in Grant Funded Expenditures, for a budget total of \$10,962,183.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the first recommended action is to allow the Executive Director to execute the proposed contract with UltraSystems for environmental documentation services for the Telecommunications System, including the LMR system project and the LTE broadband mobile data system project, under the conditions described in the first recommended action. The Authority is required to prepare appropriate environmental documentation on its proposed projects and comply with all California Environmental Quality Act ("CEQA") (Public Resources Code § 21000 et seq.) and National Environmental Policy Act ("NEPA") (42 U.S.C. § 4321 et seq.) requirements before any construction of its planned network can proceed.

The purpose of the second and third recommended actions is to allow the Executive Director or his designee (a) to execute amendments to this proposed contract that are consistent with the scope of work under the contract and do not exceed the not-to-exceed amount of the contract, and (b) to issue all notices to proceed under this proposed contract and to authorize payment of all invoices under this contract, in each case, up to the amounts authorized by the LA-RICS Fiscal Manual. The Executive Director or his designee will report to the Board of Directors monthly on the status of the contract, including any notices to proceed issued under the contract, expenditures under the contract and any contract amendments.

Purpose of the fourth recommended action is to amend the FY 2011/2012 Operating Budget to allow for payment of invoices under the proposed contract.

BACKGROUND

The Authority must comply with both CEQA and NEPA prior to the approval of any activities related to the proposed Telecommunications System that would constitute a project under CEQA and NEPA. The Authority has a critical need for consultant services to provide adequate environmental review of the LMR system and the LTE broadband mobile data system under CEQA and NEPA.

- CEQA requires state and local agencies within California to analyze and disclose potential environmental impacts of proposed projects and adopt all feasible measures to mitigate those impacts. CEQA applies to projects undertaken, funded or requiring issuance of a permit by a public agency that could have adverse effects on the environment.
- NEPA provides a framework to assess the potential environmental impacts of actions undertaken by Federal agencies, including actions involving Federal funds.

RFP ISSUANCE AND PROPOSAL EVALUATION

On September 7, 2011, the Authority released a Request for Proposal ("RFP") for preparation of environmental documents for all or a portion of the Telecommunications System to comply with both CEQA and NEPA requirements. The level of environmental review will ultimately depend on the number and location of sites selected and the potential environmental impacts of the sites under review. Services requested include, but are not limited to:

1. Review of all relevant documents;

2. Preparation of detailed project description;
3. Preparation of all notices required by CEQA and NEPA;
4. Project coordination and meetings;
5. Preparation of specialized studies;
6. Preparation of draft environmental documents for public review;
7. Preparation of responses to comments received on the environmental documents, if required by CEQA or NEPA;
8. Preparation of final environmental documents and any related findings or other documents that may be required by CEQA or NEPA; and
9. Assistance to the Authority in securing any required regulatory permits as necessary.

The Authority released four addenda (Notice to Proposers A, B, C and D) to the RFP and extended the proposal submission deadline from October 5, 2011 to November 17, 2011. The Los Angeles County Department of Public Works, acting on behalf of the Authority, received three (3) proposals by the proposal submission deadline.

A three (3) member evaluation committee, comprised of subject matter experts from representative member agencies, reviewed and evaluated each proposal that met the minimum requirements. The following criteria were used to guide evaluation:

SELECTION CRITERIA	POINTS
General Quality and Responsiveness of the Overall Proposal	5
Qualifications and Experience	40
Standard Services and Work Plan	45
Cost Proposal	10
Total Possible	100

On December 1, 2011, the evaluators conducted interviews with the two highest ranked proposers. Pursuant to the RFP, the interviews were evaluated using the following criteria:

SELECTION CRITERIA	POINTS
Presentation	50
Responsiveness to Direct Questions	50

Following the completion of the evaluation process, the highest scoring proposer from both the proposal and interview process was determined to be UltraSystems.

FISCAL IMPACT/FINANCING

All contract costs for the LTE broadband mobile data system will be fully reimbursable under the Broadband Technology Opportunities (BTOP) grant award from the National Telecommunications and Information Administration (NTIA).

All contract costs for the LMR system will be fully reimbursable under the Urban Areas Security Initiative (UASI) grant award from the Department of Homeland Security. Please note that although the UASI grant funds have been allocated to the Authority by the UASI Approval Authority, a sub-recipient agreement with the City of Los Angeles is currently being finalized.

Invoices will be paid out of the Authority's 2011/2012 amended operating budget and reimbursed upon presentation of appropriate documentation.

FACTS AND PROVISIONS/ LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

AGREEMENTS/ CONTRACTING

On behalf of the Authority, the Executive Director, or his designee, will have authority to execute a contract with UltraSystems, execute amendments, issue notices to proceed, and pay invoices, all in accordance with the recommended actions described in this letter.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:sh

Attachment

c: Counsel to the Authority

Los Angeles Regional Interoperable Communications System (LARICS)
Recommended Amended Budget
Fiscal Year 2011-12

FINANCING USES	FY 2011-12 ADOPTED	FY 2011-12 AMENDED
<hr/>		
Services & Supplies		
County of LA Services	5,122,000	5,122,000
Contracts	1,814,000	1,814,000
Grant Funded Expenditures	2,350,000	3,526,183
Travel & Training	200,000	200,000
Supplies	150,000	150,000
 Capital Assets-Equipment	 150,000	 150,000
Total Financing Uses	<hr/> 9,786,000 <hr/>	<hr/> 10,962,183 <hr/>
 <hr/>		
FINANCING SOURCES		
Other Governmental Agencies Revenue	7,436,000	7,436,000
Federal Grant Revenue- BTOP & UASI	2,350,000	3,526,183
Total Available Financing	<hr/> 9,786,000 <hr/>	<hr/> 10,962,183 <hr/>

AGREEMENT FOR CONSULTANT SERVICES

RECITALS

THIS AGREEMENT, made and entered into this _____ day of _____, 2011 (together with all attachments hereto, all as amended from time to time in accordance with the terms hereof, "Agreement").

BY AND BETWEEN

The Los Angeles Regional Interoperable Communications System ("LA-RICS" or the "System") Authority is, a body corporate and politic, hereinafter referred to as Authority,

AND

NAME OF CONSULTANT,
hereinafter referred to as Consultant,

(Collectively herein "Parties")

Authority has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide Environmental Documentation Services related to the implementation of an interoperable wireless voice and data telecommunications system by the Authority, as more fully described in this Agreement.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall exercise the care and skill expected of a well-qualified practitioner in Consultant's profession acting in accordance with the highest professional standards under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The Parties hereto do mutually agree as follows:

1. Incorporation of Recitals; Definitions

- 1.1 The recitals to this Agreement are incorporated into the body of this Agreement by this reference.
- 1.2 As used in this Agreement, the following terms have the following meanings:
 - 1.2.1 "Applicable Laws" has the meaning set forth in Section 9 (Compliance with Laws, Including Federal Regulations).

- 1.2.2 "Authority" has the meaning set forth in the recitals.
- 1.2.3 "Authority Board" means the Authority's Board of Directors, which is the governing body for the Authority.
- 1.2.4 "Authority Facilities" means any Authority or member agency facility or site.
- 1.2.5 "Authority Materials" has the meaning set forth in Section 11 (Ownership of Authority Materials).
- 1.2.6 "Confidential Information" has the meaning set forth in Section 31 (Confidentiality).
- 1.2.7 "Consultant" has the meaning set forth in the recitals.
- 1.2.8 "Consultant Key Personnel" has the meaning set forth in Section 8 (Consultant Administration).
- 1.2.9 "Consultant Program Director" has meaning set forth in Section 8 (Consultant's Administration).
- 1.2.10 "County" means the County of Los Angeles.
- 1.2.11 "County Code" means the Los Angeles County Code, as currently in effect, and as may be amended from time to time.
- 1.2.12 "Director" has the meaning set forth in Section 3 (Consideration).
- 1.2.13 "Funding Resource" means any of the grants, programs, measures, initiatives or other federal, State or local funding resources used to fund any part of this Agreement or any Authority activity in connection with this Agreement at any time during the term of the Agreement.
- 1.2.14 "LA-RICS" or "System" has the meaning set forth in the recitals.
- 1.2.15 "Out-of-Pocket Expenses" means expenditures for Consultant's staff transportation, meals, and lodging that are reasonable and necessary in order to perform the work under this Agreement and have been approved in accordance with Section 3 (Compensation), but not to exceed the limits set forth in the then current Chapter 5.40 (Travel and Other Expenses) of the County Code.

- 1.2.16 "Parties" has the meaning set forth in the recitals.
- 1.2.17 "Rate Schedule" has the meaning set forth in Section 3 (Consideration).
- 1.2.18 "Scope of Work" has the meaning set forth in Section 2 (Consultant's Services).
- 1.2.19 "Supplemental Consultant Services" has the meaning set forth in Section 3 (Consideration).
- 1.2.20 "Telecommunications System RFP" means the Request for Proposals for the Los Angeles Regional Interoperable Telecommunications System (RFP No. LA-RICS 004), dated November 8, 2011, as amended from time to time in accordance with the terms thereof.
- 1.2.21 "Telecommunications System Contract" means the contract between the Authority and the Telecommunications System Contractor, as amended from time to time in accordance with the terms thereof.

2. Consultant's Services

- 2.1 The scope of work shall be as outlined in the Attachment (***) dated month-day, 2011 (as amended from time to time in accordance with this Agreement, the "Scope of Work"). No work shall commence on this project until a written Notice to Proceed is issued by Authority. Authority does not guarantee or promise that any work will be assigned to Consultant under this contract unless and until a written Notice to Proceed is issued by the Authority. Upon issuance of a Notice to Proceed, Consultant shall fully and timely perform, complete, and deliver all work that is subject of such Notice to Proceed, all in accordance with this Agreement, including, but not limited to, the Scope of Work.
- 2.2 Consultant shall comply fully with schedules as outlined in Attachment ***.

3. Consideration

- 3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not to exceed fee of amount in words Dollars (\$ _____ amount in figures).

3.2 Authority shall compensate Consultant as follows:

Payments for the work accomplished shall be made upon completion by Consultant, and verification and written approval by the Director, of milestones and deliverables that are identified in the Scope of Work, at the rates set forth on Attachment *** dated month-day, 2012 (as amended from time to time in accordance with this Agreement, the "Rate Schedule"), up to the maximum amount set forth in Section 3.1. Consultant may submit invoices, no more frequently than monthly, for milestones and deliverables that have been approved in writing by the Director. Invoices shall at a minimum include:

1. Agreement name and number;
2. The work for which payment is claimed, including milestones and deliverables from the Scope of Work;
3. The price of such work calculated using the rates set forth in the Rate Schedule, as well as hour/cost by position/name;
4. Supporting documentation for all Out-of-Pocket Expenses claimed;
5. Indication of any credits or withholds applied to payments, or reversals thereof;
6. The date(s) of approval of the work by the Director; and
7. Any other information required by the Grant Funding Requirements or the Director.

This analysis shall be prepared in a format satisfactory to Director.

- 3.3 The Authority, at its discretion, may engage Consultant to provide services beyond those set forth in the Scope of Work ("Supplemental Consultant Services"), at the rates set forth on the Rate Schedule. If Supplemental Consultant Services will use amounts available under Section 3.1, such Supplemental Consultant Services may be engaged by written authorization of the Director. If Supplemental Consultant Services will exceed amounts available under Section 3.1, engagement of such Supplemental Consultant Services shall be accomplished through a written amendment to this Agreement in accordance with Section 40 (Entire Agreement; Amendment).
- 3.4 Notwithstanding anything to the contrary set forth in this Agreement, in the event that the Authority Board adopts, in any fiscal year, a budget which provides for reductions in the salaries and benefits paid to the majority of Authority employees and imposes similar reductions with respect to Authority contracts, the Authority reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the work to be provided by the Consultant under this Agreement shall also be reduced correspondingly, which reduction shall be accomplished by a written amendment to this

Agreement in accordance with Section 40 (Entire Agreement; Amendment). Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the work set forth in this Agreement. The Authority's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty calendar days of the Authority Board's approval of such actions.

- 3.5 All funds for payment of services rendered after June 30 of the current fiscal year are subject to Authority's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, Authority shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of Authority's future fiscal years unless and until Authority Board appropriates funds for this Agreement in Authority's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. Authority shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- 3.6 Consultant will not be required to perform services which will exceed the maximum amount set forth in Section 3.1, the Scope of Work, and/or the term of this Agreement without written amendment to this Agreement in accordance with Section 40 (Entire Agreement; Amendment).
- 3.7 Consultant will not proceed with Supplemental Consultant Services without prior written authorization or written amendment, as applicable under Section 3.3. Consultant will not be paid for any expenditures beyond the maximum amount set forth in Section 3.1 without written amendment to this Agreement in accordance with Section 40 (Entire Agreement; Amendment).
- 3.8 Consultant will notify Authority when 75% of the maximum amount set forth in Section 3.1 has been incurred.
- 3.9 Except as provided in this Section 3.9, expenses are not reimbursable. If the Authority requires the Consultant to travel as a part of the services, then the Authority will reimburse Out-of-Pocket Expenses for such travel. All reimbursable expenses are subject to prior written approval by the Authority. Consultant shall submit monthly requests for reimbursable expenses.

4. Compliance with Grant Funding Requirements; Funding Resource Identification Required; Funding Disallowance

- 4.1 Notwithstanding anything to the contrary set forth in this Agreement, Consultant warrants and represents that it shall strictly comply with all requirements

necessary for the Authority, or any of its members agencies, to comply with and to qualify for Funding Resources and receive funds, including but not limited to those funds and resources identified in Attachment *** (Grant Funding Requirements), as such Attachment may be updated or modified from time to time, for expenditures under this Agreement. Without altering the foregoing responsibilities, the Authority may unilaterally update or modify Attachment *** (Grant Funding Requirements) from time to time without the necessity of an amendment to this Agreement in accordance with Section 40 (Entire Agreement; Amendment). Without limiting the effect of any such update or modification, the Consultant shall notify the Authority in writing within three (3) business days of receipt of notice of such update or modification with any concerns of such update or modification.

- 4.2 Notwithstanding anything to the contrary set forth in this Agreement, the Authority's election to issue a Notice to Proceed under this Agreement is expressly contingent upon the Authority identifying sufficient available Funding Resources to pay for the work under such Notice to Proceed. In the event that the Authority is unable to appropriate sufficient Funding Resources to issue a Notice to Proceed with respect to any work, the Authority may, at its sole discretion, either (i) terminate this Agreement up to and including the completed work, (ii) suspend the Agreement indefinitely until sufficient Funding Resources are appropriated, or (iii) defer issuing a Notice to Proceed with respect to such work.
- 4.3 Notwithstanding anything to the contrary set forth in this Agreement, whether expressly or by implication, to the extent that funds are disallowed under grant funding requirements as a result of Consultant's or its subconsultants' acts and/or omissions, Consultant nevertheless shall remain responsible to the Authority for any and all milestone, deliverables and other work, but the Authority shall have no payment obligation to the Consultant to the extent of such disallowed funds.

5. Equipment and Supplies

Consultant agrees to furnish any and all materials, supplies, equipment, software, and other goods necessary to perform the aforementioned work under the Scope of Work at Consultant's sole cost and expense.

6. Authority's Responsibility

Authority will make available drawings, specifications, and other records as available in Authority's file. Notwithstanding the foregoing, Authority agrees to make reasonable efforts to provide accurate information within its control, but does not represent the accuracy of the content of said materials.

7. Authority's Representative

- 7.1 Director or the Authority's authorized representative, shall represent Authority in all matters pertaining to the work to be rendered pursuant to this Agreement. Director will have the right at all times (a) to inspect any and all work provided by or on behalf of Consultant under this Agreement and (b) to reject all or any portion of such work, which does not conform with the requirements of this Agreement.
- 7.2 All Authority and member agency staff assigned to the LA-RICS project and all other Authority and member resources shall be under the exclusive supervision of the Authority. Consultant understands and agrees that all such Authority staff are assigned only for the convenience of the Authority. Unless specifically agreed upon by the parties, costs of any work performance by Authority personnel for Consultant's benefit (e.g., providing security and transportation for site visits, site photographs, etc.) shall be at no expense to the Consultant, and will not be applied against the total Compensation amount under this Agreement.

8. Consultant's Administration

- 8.1 All persons administering this Agreement on behalf of Consultant in the positions identified in this Section 8 below ("Consultant Key Personnel") are listed in **Attachment ***** (Administration of the Agreement). All staff employed by and/or on behalf of Consultant who will have contact with Authority staff, including the Key Personnel, shall be adults who are fully fluent in both spoken and written English.
- 8.2 Consultant Program Director shall be the responsible point of contact for Consultant's overall performance of and compliance with this Agreement. The Consultant Program Director shall have the authority to commit the Consultant's resources to meet the requirements of the Agreement. Consultant Program Director shall be responsible for managing all work by providing direction to the Consultant's environmental services team. Consultant Program Director shall report to the Authority in the manner set forth in the Scope of Work. Consultant Program Director shall meet and confer with the Director on a regular basis as specified in the Scope of Work and otherwise when and as requested by the Director. Such meetings shall be conducted at a time and place convenient to the Director.
- 8.3 Consultant Program Director shall be responsible for planning and coordinating all work under this Agreement on a daily basis. Consultant Program Director shall be the primary liaison between the Authority and the Consultant and report

to the Authority in the manner set forth in the Scope of Work. The Consultant Program Director shall give personal attention and supervision to the work until it is entirely completed. The Consultant Program Director shall be competent to manage, superintend and direct the progress of the work, and shall be authorized to receive instructions and to act for the Consultant on all matters related to the work.

- 8.4 All professional staff provided by the Consultant shall be approved by the Authority and shall not be removed or replaced without prior consent of the Authority. If a change in personnel including subconsultants is required, the Consultant shall submit, at a minimum, the names and resumes of at least one candidate for the replacement for Authority's approval 14 days prior, where possible, to the effective day of the change. In addition, the Authority, at its sole discretion, reserves the right to direct the Consultant to remove from the project any member of the Consultant's staff. The Consultant shall be responsible for replacing any such staff for the Authority's approval within 14 days of the effective date of removal.
- 8.5 In fulfillment of its responsibilities under this Agreement, Consultant shall utilize, and permit utilization of, only staff fully qualified, trained and experienced and, as appropriate, licensed or certified in the technology, trades, tasks, and subtasks required by this Agreement. Consultant shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner, including as required to comply with this Agreement, including, but not limited to, the Scope of Work.
- 8.6 Consultant shall obtain or shall already possess, and Consultant shall maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates required by all federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, which are applicable to Consultant's performance of this Agreement. Consultant shall further ensure that all of its officers, employees, agents, and subconsultants performing work hereunder shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates that are applicable to their performance hereunder. A copy of any such license, permit, registration, accreditation, or certificate shall be provided to the Director upon request. Consultant represents and warrants that no violations are or have been recorded and Consultant is not aware of any unrecorded violations in respect of any such licenses, permits, registrations, accreditations, and certificates and no proceedings are pending or, to Consultant's knowledge, threatened concerning the revocation or limitation of any such licenses, permits, registrations, accreditations, and certificates which would have a material

adverse effect on Consultant's ability to perform its obligations hereunder.

- 8.7 During the time that Consultant's staff, including any subconsultant's staff, are at the Authority facilities, any such staff shall be subject to the rules and regulations of the Authority facilities. It is the responsibility of Consultant to acquaint such staff with such rules and regulations. Rules and regulations of Authority's facilities will be provided to Consultant, if available, and upon request of the Consultant. In the event that the Authority determines that any such staff has violated any applicable rule or regulation, the Authority shall notify Consultant, and Consultant shall undertake such remedial or disciplinary measures as Consultant determines appropriate. If the problem is not thereby corrected, then Consultant shall permanently withdraw such staff from the provision of work upon receipt of notice from the Authority that: (i) such staff has violated such rules or regulations; or (ii) such staff's actions, while on the Authority premises, indicate that the staff may adversely affect the delivery of Work. Upon removal of any staff, Consultant shall immediately replace the staff and continue uninterrupted work hereunder.
- 8.8 At any time prior to or during the term of this Agreement, the Authority may require, in the Authority's sole discretion, that all or any portion of Consultant and subconsultant staff performing work under this Agreement undergo and pass, to the satisfaction of the Authority, a background investigation as a condition of beginning and/or continuing work under this Agreement. The Authority shall use its discretion in determining the method of background investigation to be used, which may include, but not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. All fees associated with obtaining the background information shall be at the expense of and paid by Consultant, regardless of whether such staff passes or fails the background investigation.

1. If a member of Consultant's or any subconsultant's staff does not pass the background investigation, the Authority, if it so determines, may request that such staff be immediately removed from performing work under this Agreement at any time during the term of this Agreement. The Authority will not provide to Consultant or to such staff any information obtained through the Authority conducted background investigation.

2. The Authority, at its sole discretion, may immediately deny or terminate facility access to any Consultant staff, including any subconsultant's staff, who do not pass such background investigation(s) to the satisfaction of the Authority or whose background or conduct is incompatible with the Authority facility access.

8.9 Disqualification, if any, of Consultant staff, including any subconsultant's staff, pursuant to this Section 8, shall not relieve Consultant of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

9. Compliance with Laws, Including Federal Regulations

Consultant and all work provided hereunder shall comply with all applicable federal, State and local laws, ordinances, regulations, rules, guidelines, directives, policies and procedures (collectively, "Applicable Laws"). Applicable Laws include, but are not limited to, all applicable federal regulations, including, but not limited to, 15 C.F.R. 24.36. Applicable Laws also include, but are not limited to, other applicable provisions of the Los Angeles County Code and the Los Angeles Administrative Code. Applicable Laws additionally include, but are not limited to, those referred to in the RFP, including, but not limited to, those relating to child support compliance (Los Angeles County Code Chapter 2.200), conflict of interest (Los Angeles County Code Chapter 2.180.010), defaulted property tax reduction (Los Angeles County Code Chapter 2.206), lobbying (Los Angeles County Code Chapter 2.160), anti-discrimination (Civil Rights laws), jury service (Los Angeles County Code Chapter 2.203), non-responsibility and debarment (Chapter 2.202 of the Los Angeles County Code), debarment (45 C.F.R. Part 76), earned income credit (IRS Notice 1015) and all requirements of law referred to in **Attachment ***** (Grant Funding Requirements).

10. Term and Termination

10.1 The term of this Agreement shall commence on the date first set forth above and shall continue for a period of 3 (three) years from date of execution. At the Authority's sole option, the term of this Agreement may be extended for up to **2 (two)** additional one-year option periods, which options the Director may exercise by providing written notification to the Consultant at any time prior to the expiration of the then-current term of this Agreement. Upon mutual written

agreement of the parties, the term of the Agreement may be further extended.

- 10.2 Consultant shall notify the Authority in writing when this Agreement is within six months from the expiration of the then-current term of this Agreement, as described in Section 10.1.
- 10.3 Authority may, at its sole option and discretion, terminate this Agreement for the convenience of the Authority, without any liability other than payment for work already performed, up to the date of termination by giving three days' written notice of such termination to Consultant. As its sole and exclusive remedy, Consultant shall be paid the reasonable value of its services rendered up to the date of such termination for convenience. In the event of any such termination for convenience by Authority, Consultant shall provide to Authority a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by Authority.
- 10.4 The Authority may, by written notice to Consultant, terminate for default the whole or any part of this Agreement in the event that Consultant fails to perform or provide any work as required by this Agreement or otherwise materially breaches any term or provision of this Agreement. The Consultant shall have twenty calendar days from the date of the written notification to cure the failure or breach prior to termination for default under this Section 10.4.
 1. Any such termination for default shall become effective by the date specified by the Authority in the written notice of termination, which date shall take into account all applicable notice and cure periods as set forth in this Section 10.4.
 2. In the event the Authority terminates for default under this Section 10.4, the Authority shall have the right to procure, upon such terms and in such a manner as the Authority may deem appropriate, any work similar to that so terminated. Consultant shall be liable to the Authority for, and shall promptly pay to the Authority by cash payment, any and all excess costs incurred by the Authority, as determined by the Authority, to procure and furnish such similar work.
- 10.5 If, after the Authority has given notice of termination for default under Section 10.4, it is subsequently determined that Consultant was not in default under the provisions of this Section 10.4, or that the default was excusable under the provisions of this Section 10.4, then, at the election of the Authority, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.3, except that no additional notice shall be

required to effect such termination.

11. Ownership of Authority Materials

- 11.1 Consultant and Authority agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights therein and derivatives thereof ("Intellectual Property Rights"), are and shall be the sole property of Authority (hereafter collectively, "Authority Materials"). Consultant hereby assigns and transfers to Authority all Consultant's right, title and interest in and to all such Authority Materials developed under this Agreement.

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

- 11.2 Consultant shall execute all documents requested by Authority and shall perform all other acts requested by Authority to assign and transfer to, and vest in Authority, all Consultant's right, title and interest in and to the Authority Materials, including, but not limited to, any and all Intellectual Property Rights resulting from this Agreement. Authority shall have the right to register all applicable copyrights, trademarks and patents in the name of the Authority. Further, Authority shall have the right to assign, license, or otherwise transfer any and all Authority's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the Authority Materials.
- 11.3 Consultant represents and warrants that the Authority Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property Rights of third parties. For those portions of the Authority Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the Authority Materials.

- 11.4 Consultant shall defend, indemnify and hold Authority harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from Authority's use of Authority Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against Authority based on a claim that Authority Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any Intellectual Property Right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by Authority. Authority will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.
- 11.5 Consultant shall affix the following notice to all Authority Materials: "© Copyright 2012 (or such other appropriate date of first publication), LA-RICS Authority. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as Authority may direct.
- 11.6 Authority shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all Authority Materials resulting from this Agreement. Authority will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the Authority Materials.
- 11.7 If directed to do so by Authority, Consultant will place the Authority name and Authority logo on Authority Materials developed under this Agreement. Consultant may not however, use the Authority name and Authority logo on any other materials prepared or developed by Consultant other than as directed by the Authority under this Agreement.

12. Indemnification and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Attachments 2 and 3 of this Agreement.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

13. Nondiscrimination and Affirmative Action

- 13.1 The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 13.2 The Consultant shall certify to, and comply with, the provisions of Attachment *** (Consultant's EEO Certification).
- 13.3 The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 13.4 The Consultant certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 13.5 The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 13.6 The Consultant shall allow Authority representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph when so requested by the Authority.
- 13.7 If the Authority finds that any provisions of this sub-paragraph have been violated, such violation shall constitute a material breach of this Agreement upon which the Authority may terminate or suspend this Agreement. While the Authority reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a

finding by the Authority that the Consultant has violated the anti-discrimination provisions of this Agreement.

- 13.8 The Parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Agreement, the Authority shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

14. Independent Contractor Status

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

Consultant understands and agrees that all persons furnishing services to Authority pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of Authority.

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

15. Authority's Quality Assurance Plan

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

16. Forum Selection

This Agreement is entered into and shall be performed in the State of California. As such, this Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. Consultant agrees and consents to the exclusive personal jurisdiction and other jurisdiction of the courts of the State of California in the County of Los Angeles (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Consultant agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agrees and

consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

17. Conflict of Interest

No Authority staff in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such staff, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

18. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime consultant or subconsultant, or as a consultant to any other prime consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the Authority of the bid by the prime Consultant in question.

19. Lobbying

Consultant and each Authority lobbyist or Authority lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Consultant or any Authority lobbyist or Authority lobbying firm retained by Consultant to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which Authority may immediately terminate or suspend this Agreement.

20. Gratuities

It is improper for any Authority or member officer, staff, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the Agreement or that Consultant's failure to provide such consideration may negatively affect Authority's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to an Authority or member officer, staff, or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

Consultant shall immediately report any attempt by an Authority or member officer, staff, or agent to solicit such improper consideration. The report shall be made either to Authority manager charged with the supervision of the staff, or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

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

21. Termination for Improper Consideration

Authority may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Authority officer, staff, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the Agreement. In the event of such termination, Authority shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

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

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

22. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

23. Authority Rights

The Authority may employ, either during or after performance of this Agreement, any right of recovery the Authority may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim.

The rights and remedies of the Authority under this Agreement are in addition to any right or remedy provided at law or in equity.

24. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless Authority, its members, and either of their agents, officers, and employees from any and all liability including,

but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which Authority or any member may be found jointly or solely liable.

25. Prevailing Wage Requirements

The Consultant is required to comply with Prevailing Wage requirements, as applicable, pursuant to Section 1720, et seq., of the California Labor Code.

26. Employment Eligibility Verification

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

27. Debarment

27.1 Consultant is subject to the federal, State and local laws regarding debarment, suspension, ineligibility and voluntary exclusion from participation in the Agreement, including, but not limited to, 45 C.F.R. Part 76, the County Code, the Los Angeles Administrative Code and specified in the Grant Funding Requirements.

27.2 Pursuant to applicable law, the Authority may be prohibited from contracting or making sub-awards with parties that are suspended, debarred, ineligible or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. By executing this Agreement, Consultant certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Consultant certifies that, to its knowledge, none of its subconsultants at any tier or any owner, officer, partner, director or other principal of any subconsultants is currently suspended, debarred, ineligible, or excluded from securing State or

federal funded contracts. Consultant shall immediately notify the Authority, during the term of this Agreement, should it or any of its subconsultants or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Consultant to comply with this provision shall constitute a material breach of this Agreement upon which the Authority may immediately terminate or suspend this Agreement.

27.3 It is the Authority's policy to contract only with responsible consultants that have demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform a contract. Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code and Section 10.40 of the Los Angeles Administrative Code, if the Authority acquires information concerning the performance of Consultant on this or other contracts indicating that Consultant is not responsible, the Authority may, in addition to other remedies provided in this Agreement, seek to debar Consultant from bidding or proposing on or being awarded and/or performing work on Authority contracts for a specified period of time and terminate any or all existing contracts Consultant may have with the Authority. In the event the Authority determines, in its sole discretion, to seek to find Consultant non-responsible or to seek to debar Consultant, the Authority will follow a process that is in substance as set forth in Chapter 2.202 of the County Code.

27.4 These terms shall also apply to subconsultants of Authority Consultants.

28. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the County Code.

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

28.2 For purposes of this Section, Consultant means a person, partnership, corporation or other entity which has a contract with the Authority or a

subcontract with the Authority under which Consultant has received or will receive an aggregate sum of \$50,000 or more in any 12-month period. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Authority, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the Authority under the Agreement, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

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

29. No Payment for Services Provided Following Expiration/Termination of Agreement

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

from Consultant. This provision shall survive the expiration or other termination of this Agreement.

30. Records and Audits

- 30.1 Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Consultant agrees that the Authority, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including all financial records, bank statements, cancelled checks, or other proof of payment, time cards, signed-in/signed-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Consultant and shall be made available to the Authority during the term of this Agreement and for a period of five years from the date of final payment under this Agreement unless the Authority's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the Authority's option, Consultant shall pay the Authority for travel, per diem, and other costs incurred by the Authority to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 30.2 In the event that an audit is conducted of Consultant specifically regarding the work called for under this Agreement by any federal or State auditor, or by any auditor or accountant employed by Consultant or otherwise, then Consultant shall file a copy of such audit report with the Authority within thirty calendar days of Consultant's receipt thereof, unless otherwise provided by applicable federal or State law or under this Agreement.
- 30.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the Authority conduct an audit of Consultant regarding the work performed under this Agreement, and if such audit finds that the Authority's dollar liability for any such Work is less than payments made by the Authority to Consultant, then the difference, together with the Authority's reasonable costs of audit, shall be either repaid by Consultant to the Authority by cash payment upon demand or, at the sole option of the Authority, deducted from any amounts due to Consultant from the Authority, whether under this Agreement or otherwise.

30.4 Failure on the part of Consultant to comply with any of the provisions of this Section 30 shall constitute a material breach of this Agreement upon which the Authority may immediately terminate this Agreement.

31. Confidentiality

31.1 Consultant shall maintain the security of and keep confidential all events or circumstances occurring during the course of this Agreement, and all records, materials, documents, data and/or other information received, observable, obtained and/or produced by Consultant pursuant to the provisions of this Agreement including, but not limited to: (i) all Authority Materials; (ii) any identifying, characterizing or related to any trait, feature, function, risk, threat, vulnerability, weakness or problem regarding any data or system security in the Authority's, or any of its members', computer systems or to any safeguard, contingency plan, countermeasure, policy or procedure for any data or system security contemplated or implemented by the Authority, or any of its members; (iii) any public safety, health, mental health, criminal and financial information; and (iv) any information of the Authority, or any of its members, otherwise deemed confidential by applicable federal, State and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures (collectively, "Confidential Information"). Consultant shall use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

31.2 Consultant shall inform all of its officers, employees, subconsultants, and other agents providing work hereunder of the confidentiality and security provisions of this Agreement. Consultant shall ensure that all of its officers, employees, subconsultants, and other agents and subconsultants performing Work hereunder have entered into confidentiality agreement no less protective of the Authority than the terms of this Agreement, including this Section 31. Notwithstanding the foregoing, Consultant acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Consultant discloses the Confidential Information or provides access to such Confidential Information by virtue of performing work on behalf of Consultant under the Agreement.

31.3 With respect to any Confidential Information that is obtained by Consultant or any other information, Consultant shall: (i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to the Authority all requests for disclosure of any such information; (iii) not disclose, except as otherwise specifically permitted by this

Agreement, any such information to any person or organization other than the Authority without the Authority's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Agreement, return all such information to the Authority or maintain such information according to the written procedures provided to Consultant by the Authority for this purpose.

- 31.4 Consultant agrees to permanently and securely destroy or erase such Confidential Information in accordance with the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization (Special Publication 800-88), as amended from time to time, from all computer systems and storage media from which Consultant is removing Confidential Information. Under no circumstances shall Consultant, or such entity as the case may be, use, re-use, sell, lease, or otherwise transfer computer systems or storage media on which the Confidential Information has been stored for any purpose unless such Confidential Information has been permanently and securely destroyed or erased. To the extent that Consultant is disposing of any hard copies of the Authority's Confidential Information (including following any records retention requirements under this Agreement or Applicable Law), Consultant agrees to shred such copies in a manner that renders such copies unable to be recognized and/or reconstructed and not to put in trash container when Consultant disposes of such copies. All such copies to be shredded are to be placed in a locked or secure container/bin/box and labeled "shred" until they are destroyed. No such copies are to be recycled.
- 31.5 Consultant acknowledges that a breach by Consultant of this Section 31 may result in irreparable injury to the Authority that may not be adequately compensated by monetary damages, and that, in addition to the Authority's other rights under the Agreement, at law and in equity, the Authority shall have the right to injunctive relief to enforce the provisions of this Section 31. Consultant hereby waives any notice for an ex parte temporary restraining order.
- 31.6 In the event Consultant receives any court or administrative agency order, service of process, or request by any person or entity (other than contractor's professionals) for disclosure of any Confidential Information, Consultant shall immediately notify the Director. Thereafter, Consultant shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Consultant shall delay such compliance and cooperate with the Authority to obtain relief from such obligations to disclose until the Authority shall have been given a reasonable opportunity to obtain such relief.

32. Consultant Assignment

- 32.1 Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Authority consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties. Any payments by Authority to any approved delegate or assignee on any claim under the Agreement shall be deductible, at Authority's sole discretion, against the claims which Consultant may have against Authority.
- 32.2 Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of Authority in accordance with applicable provisions of this Agreement.
- 32.3 Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Authority's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, Authority shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

33. Notices

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

AUTHORITY

CONSULTANT

Address

Address

Phone

Phone

Fax

Fax

E-Mail

E-Mail

- 33.2 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be delivered:

(i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three calendar days after deposit in the registered or certified mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten calendar days prior notice thereof to the other party.

33.3 The Director shall have the authority to issue all notices or demands that are required or permitted by the Authority under this Agreement.

34. Community Business Enterprise and Small Business Enterprise

At the time of Proposal submittal, the Consultant was required to provide a listing of community business enterprises (CBE) and small business enterprises (SBE). In addition to that which was submitted at the time of its Proposal, the Contractor shall submit to the Director, an updated listing of CBEs and SBEs immediately after the award of any subcontract to a CBE or SBE subconsultant.

35. Iran Contracting Act of 2010

This Agreement is subject to the requirements of the Iran Contracting Act of 2010 (California Public Contract Code Sections 2200-2208) which, in summary, requires a person who submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services for one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on the State of California Department of General Services list entitled "Entities Prohibited from Contracting With Public Entities in California per the Iranian Contracting Act, 2010," created pursuant to subdivision (b) of Section 2203 of the Public Contract Code. Consultant represents, warrants, covenants, and agrees that neither Consultant nor any of its subconsultants are identified on the State of California Department of General Services list entitled "Entities Prohibited from Contracting With Public Entities in California per the Iranian Contracting Act, 2010," created pursuant to subdivision (b) of Section 2203 of the Public Contract Code.

36. Authorization Warranty

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

37. Waiver

No provision of this Agreement may be waived by the Authority except in writing, duly executed by the Authority. No waiver by the Authority of any breach of this Agreement shall constitute a waiver of any other breach. No Authority waiver of or failure to enforce any provision of this Agreement shall constitute a waiver of such provision in any other instance, or a waiver of any other provision of this Agreement. Failure of the Authority to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 37 shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or under this Agreement.

38. Severability

If any provision herein is held to be invalid, void or illegal by any court of competent jurisdiction, the parties intend and agree that the same shall be deemed severable from the remainder of this Agreement, if practicable, and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid in its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. If any provision of this Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective.

39. Non-Exclusivity

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

40. Entire Agreement; Amendment

- 40.1 This Agreement, including all Attachments hereto, constitutes the entire agreement between Authority and Consultant, and supersedes any previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 40.2 This Agreement may be modified only by written amendment executed by authorized representatives of each of the Parties hereto.

41. Subconsultants

- 41.1 Subcontracting of work under this Agreement, other than described in Consultant's proposal in response to RFP # LARICSENV2011, shall be in accordance with this Section 41. Any attempt by Consultant to subcontract any

performance, obligation, or responsibility under this Agreement, other than in accordance with this Section 41, shall be null and void and shall constitute a material breach of this Agreement, upon which the Authority may immediately terminate this Agreement. If Consultant desires to subcontract any portion of its performance, obligations or responsibilities under Agreement to subconsultants, Consultant shall provide to the Authority in advance of entering into such subcontract, a written notice regarding its intent to enter into the subcontract, which request shall include:

1. The reason(s) for the particular subcontract;
2. Identification of the proposed subconsultant and an explanation of why and how the proposed subconsultant was selected;
3. A detailed description of the work to be performed by the proposed subconsultant;
4. Confidentiality provisions applicable to the proposed subconsultant's officers, employees and agents, which would be incorporated into the subcontract;
5. Copies of certificates of insurance from the proposed subconsultant that establishes that the subconsultant maintains all the programs of insurance required by this Agreement; and
6. Any other information and/or certifications requested by the Authority.

41.2 Each subcontract requires the Authority's approval, which will be given or withheld within thirty (30) Days after receipt of all the information and documentation set forth above in this Section 41. The Authority's failure to either approve or disapprove the proposed subcontract within thirty (30) calendar days shall be deemed a disapproval by the Authority. In the event that the Authority approves any subcontract, such approval shall apply only to the particular subcontract approved and shall not be deemed approval of any additional subcontract.

41.3 Each subcontract between Consultant and its subconsultant shall include, at a minimum:

1. include representations and warranties by subconsultant that subconsultant (i) is qualified to perform the work for which subconsultant has been hired; (ii) maintains the insurance required by this Agreement; and (iii) is solely liable and responsible for any and all of its taxes, payments and compensation, including compensation to its employees;
2. provide for indemnification by subconsultant of the Authority and Consultant under the same terms and conditions as the indemnification provisions of this Agreement.
3. provide that the Authority, and entities and agencies designated by the Authority, will have access to and the right to audit and the right to copy, at the Authority's cost, all of subconsultant's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the work. The subcontract shall additionally

- provide that the subconsultant shall preserve all such records and other items for a period of at least five (5) years after termination of the subcontract;
4. include all provisions of this Agreement that are expressly stated in this Agreement as to be included in subcontracts.

41.4 Consultant shall remain responsible for any and all performance required of it under this Agreement, including the obligation to properly supervise, coordinate, and perform all work required hereunder, and no subcontract shall bind or purport to bind the Authority. This obligation includes, but is not limited to, resolution of any inconsistencies or errors in Work performed by subconsultants. Further, the Authority approval of any subcontract shall not be construed to limit in any way Consultant's performance, obligations, or responsibilities to the Authority, nor shall such approval limit in any way any of the Authority's rights or remedies contained in this Agreement.

41.5 Consultant shall be solely liable and responsible for any and all payments and other compensation to all subconsultants and their officers, employees, and agents. The Authority shall have no liability or responsibility whatsoever for any payment or other compensation for any subconsultants, including with respect to Preapproved subconsultants, or their officers, employees, and agents.

42. Survival

The following provisions of this Agreement survive expiration or termination of this Agreement for any reason: Sections 1 (Definitions); 3 (Consideration); 4 (Compliance with Grant Funding Requirements; Funding Resource Identification Required; Funding Disallowance); 10 (Term and Termination); 11.1; 12 (Indemnification and Insurance); 16 (Forum Selection); 23 (Authority Rights); 26 (Employment Eligibility Verification); 29 (No Payment for Services Provided Following Expiration/Termination of Agreement); 30 (Records and Audits); 31 (Confidentiality); 32 (Consultant Assignment); 33 (Notices); 36 (Authorization Warranty); 37 (Waiver); 38 (Severability); 40 (Entire Agreement; Amendment); 41 (Subconsultants); and 42 (Survival).

IN WITNESS WHEREOF, the Authority has, by order of its Board of Directors, caused these presents to be subscribed by the Executive Director of the Authority, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

By: _____
Executive Director

NAME OF CONSULTANT

By: _____
President

By: _____
Secretary



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

2525 Corporate Place, Suite 200
Monterey Park, California 91754
(323) 881-8291

PATRICK J. MALLON
EXECUTIVE DIRECTOR

January 5, 2012

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

Dear Directors:

AMEND THE LA-RICS FISCAL MANUAL TO DELEGATE AUTHORITY TO THE DIRECTOR OF LA-RICS AND CHAIR OF THE BOARD TO AUTHORIZE EXPENDITURES OF BUDGETED FUNDS FOR NEW AND EXISTING CONTRACTS, SERVICE AGREEMENTS AND MEMORANDA OF UNDERSTANDING

RECOMMENDED ACTIONS

It is recommended that the Authority's Board of Directors:

1. Amend the LA-RICS Fiscal Manual to delegate authority to the LA-RICS Director, or such person's designee, to pay invoices up to \$500,000 per single transaction without further Board action on new and existing contracts, agreements and Memoranda of Understanding (MOU); and
2. Amend the LA-RICS Fiscal Manual to delegate authority to the LA-RICS Director, or such person's designee, and the Chair of the Board, or such person's designee, to pay invoices exceeding \$500,000 per single transaction without further Board action on new and existing contracts, agreements and MOU's.

BACKGROUND

On May 6, 2010, your Board approved, among other things, delegation of authority to the Joint Powers Authority (JPA) Task Force Leader to approve expenditures and cause invoices to be paid through the Authority's Treasurer (County Treasurer and Tax Collector) to support the Authority's approved projects and expenses.

On August 5, 2010, your Board adopted the LA-RICS Fiscal Manual, including Section 3.13, Expenditure Authorizations Limits, which reads:

"As approved at the Board meeting on May 6, 2010, the expenditure authorization limits are as follows:

AGENDA ITEM 6

- For contracts previously approved by the Board, the LA-RICS Director, or their designee, is authorized to approve payment of invoices in an individual amount of less than \$100,000.
- For purchases of supplies and equipment, the LA-RICS Director, or their designee, is authorized to approve purchases up to \$50,000.

The Board shall approve all contracts and payments above the LA-RICS Director's levels established by the Board."

We are requesting your Board amend the LA-RICS Fiscal Manual (Attachment A) to authorize the LA-RICS Director to approve payment of invoices in the amount of \$500,000 or less for contracts previously approved by your Board, and authorize the LA-RICS Director and Chair of the Board to approve payment of invoices exceeding \$500,000 for contracts previously approved by your Board, allowing for uninterrupted service and completion of aggressive timelines, consistent with the approved Fiscal Year 2011-12 Operating Budget and future fiscal years' approved Operating Budget, as applicable.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will provide for continued, uninterrupted service by independent contractors and service providers, all consistent with the Board-approved maximum contract sum and approved Fiscal Year 2011-12 Operating Budget and future fiscal years' approved Operating Budgets.

FISCAL IMPACT/FINANCING

There is no fiscal impact at this time.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:soc

Attachment

c: Counsel to the Authority

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) JOINT POWERS AGREEMENT FISCAL MANUAL

Introduction

The Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority (Authority) Fiscal Manual is a resource guide of fiscal policies, procedures, and internal controls to safeguard and manage Authority assets. The LA-RICS Director and management team will use this Fiscal Manual as a day-to-day guide to manage and control fiscal operations and to meet their responsibilities to manage funds and other LA-RICS assets.

This Fiscal Manual was initially approved by the Authority Board of Directors (Board) on August 5, 2010 , amended by the Board on January 5, 2012, and will be updated and maintained by the LA-RICS Director in accordance with procedures detailed within the Fiscal Manual.

PROPOSED AMENDED FISCAL MANUAL

AGENDA ITEM 6 – ATTACHMENT A

Table of Contents

Chapter 1 – Governing Regulations and Guidelines

1.1.0	Governing Regulations and Guidelines.....	3
1.1.1	Introduction and Summary	
1.1.2	Los Angeles County Fiscal Manual	
1.1.3	Maintenance and Updates to the Authority Fiscal Manual	

Chapter 2 – Payroll

2.1.0	Payroll.....	4
2.1.1	Decentralization of Payroll	
2.1.2	Authority of the Director	
2.1.3	Contract Employees	

Chapter 3 – Procurement and Contracting

3.1.0	Procurement and Contracting.....	5
3.1.1	Procurement and Contracting Procedures	
3.1.2	Expenditure Approval Authorizations	
3.1.3	Expenditure Authorization Limits	

Chapter 4 – Grant Management

4.1.0	Grant Management.....	6
4.1.1	Introduction	
4.1.2	Policies and Procedures	
4.1.3	Reporting Procedures	

Chapter 5 – Capital Assets Management

5.1.0	Capital Assets Management.....	7
5.1.1	Introduction	
5.1.2	Responsibility for Policies and Procedures	

Chapter 6 – Travel and Training Policy

6.1.0	Travel and Training Policy.....	8
6.1.1	Policy	
6.1.2	Approval Procedures	

Chapter 1 – Governing Regulations and Guidelines

1.1.0 Governing Regulations and Guidelines

1.1.1 Introduction and Summary

LA-RICS Joint Powers Agreement (Agreement) was approved in January 2009 and provides overall guidance on administrative matters. Section 4.04 states “All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as applicable to the County of Los Angeles (County), as may be amended from time to time.”

Section 3.02 of the Agreement states the County Treasurer and Tax Collector and the Auditor-Controller shall be the Treasurer and Auditor-Controller for the Authority, respectively.

1.1.2 Los Angeles County Fiscal Manual

The Los Angeles County Fiscal Manual is the primary resource guide for all County fiscal matters. Therefore, based on the direct connection between the JPA and the County in fiscal matters cited above, the County Fiscal Manual provides the overall governing regulations and guidelines for all Authority fiscal matters.

The Authority Fiscal Manual specifically addresses several of the subjects included in the County Fiscal Manual. For subjects not specifically included in this document, the County Fiscal Manual will provide specific guidance and instruction.

1.1.3 Maintenance and Updates to the Authority Fiscal Manual

The LA-RICS Director shall be responsible for maintaining and updating the Authority Fiscal Manual. The LA-RICS Director may make routine minor changes administratively. Significant updates, such as signature and expenditure authority rules, will be submitted to the Authority Finance Committee and, upon their approval, finally to the Board.

Chapter 2 – Payroll

2.1.0 Payroll

2.1.1 Decentralization of Payroll

The Authority does not and will not directly employ any employees. Any LA-RICS member staff assigned to the Authority will remain employees of their member department/city/agency. All payroll responsibilities will therefore be decentralized and will remain the responsibility of the member agencies.

2.1.2 Authority of the Director

The LA-RICS Director may at their discretion, review specific administrative items, such as time records and invoices from agencies seeking reimbursement for employee services, to ensure the accurate and appropriate accounting of Authority expenditures.

2.1.3 Contract Employees

The Authority may directly retain contractors to perform services. County procurement procedures and the County Fiscal Manual will govern the fiscal aspects of solicitation, contracting, and payment of these contractors.

PROPOSED AMENDED FISCAL MANUAL

Chapter 3 – Procurement and Contracting

3.1.0 PROCUREMENT AND CONTRACTING

3.1.1 Procurement and Contracting Procedures

Overall Authority procurement and contracting policies and procedures will be governed by County procurement policies and procedures in accordance with Section 4.04 of the Authority Agreement. Exceptions may be made for specific items (e.g., expenditure authority limitations outlined below) as approved by the Board.

The County Board of Supervisors has adopted certain policies and programs to be applied to County purchase orders and service contracts. These policies and programs are specifically excluded because they do not directly relate to the Authority's procurement of goods and services.

3.1.2 Expenditure Approval Authorizations

The Board is responsible for establishing appropriate limits of expenditure approval authorization. Only the Board, the LA-RICS Director or their designee may approve Authority contracts, invoices, and other expenditures.

3.1.3 Expenditure Authorizations Limits

As approved at the Board meeting on ~~May 6, 2010~~January 5, 2012, the expenditure authorization limits are as follows:

- For contracts, agreements and memoranda of understanding (MOU) previously ~~authorized~~ by the Board, the LA-RICS Director, or such person's designee, is authorized to approve payment of invoices in an individual amount up to \$5400,000.
- For contracts, agreements and MOU's previously approved by the Board, the LA-RICS Director, or such person's designee, and the Board's Chair, or such person's designee, are authorized to approve payment of invoices exceeding \$500,000.
- For purchases of supplies and equipment, the LA-RICS Director, or their designee, is authorized to approve purchases up to \$50,000.

The Board shall approve all contracts and payments above the LA-RICS Director's levels established by the Board.

Chapter 4 – Grant Management

4.1.0 Grant Management

4.1.1 Introduction

Due to importance of federal and State grants to the development of the Authority, the Board and the LA-RICS Director will adhere to and pay particular attention to the availability, processes, and timelines for grant applications, approvals, and payments.

4.1.2 Policies and Procedures

The Authority shall be guided in the various grant processes by the grantor's and the designated fiscal agent's relevant policies and procedures. The LA-RICS Director shall ensure that grants are aggressively pursued and rigorously managed to ensure that all available grant funds are awarded to the Authority and expended in a timely manner.

4.1.3 Reporting Procedures

The LA-RICS Director shall report to the Board at least monthly on the status of all grant funding.

Chapter 5 – Capital Assets Management

5.1.0 Capital Assets Management

5.1.1 Introduction

The LA-RICS Authority will have the responsibility for numerous capital assets with exceptionally high value. It is imperative that the Board and the LA-RICS Director pay particular attention to the safeguarding, custody, replacement, documentation, and accountability for all capital assets.

5.1.2 Responsibility for Policies and Procedures

The LA-RICS Director shall be responsible for establishing capital asset policies and procedures that are consistent with the County Fiscal Manual and sound management practices. Internal controls will focus on budgetary control, accurate inventory and tagging of all capital assets, assignment of an LA-RICS capital asset custodian, and clear accountability and responsibility for LA-RICS capital assets, including replacement thereof.

Chapter 6 – Travel and Training Policy

6.1.0 Travel and Training Policy

6.1.1 Policy

The LA-RICS Director shall ensure that personnel assigned to LA-RICS follow all County travel and training regulations to ensure the effective control and cost management of these expenditures.

6.1.2 Approval Procedures

All Authority members' LA-RICS related travel and training outside Los Angeles County shall receive prior approval of the LA-RICS Director. The LA-RICS Director, within the guidelines and expenditure limits established by the County, shall approve all claims for reimbursement of travel and training expenditures.