



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS SPECIAL MEETING

Thursday, July 16, 2015 • 10:30 a.m.  
County of Los Angeles Sheriff's Department  
4700 West Ramona Boulevard, Monterey Park, CA 91754  
Media Conference Room

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

#### **AGENDA POSTED: July 15, 2015**

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

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#### **Members:**

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

#### **Alternates:**

- Patty Huber**, Asst. CAO, City of Los Angeles  
**Graham Everett**, Asst., Chief, City of Los Angeles Fire Dept.  
**Maggie Goodrich**, Chief Information Officer, LA Police Dept.  
**Matias Farfan**, Asst., Chief Legislative Analyst, City of Los Angeles  
**Tom Tindall**, Director, CEO, County of Los Angeles  
**Chris Bundesen**, Asst., Fire Chief, County of Los Angeles Fire Dept.  
**Dean Gialamas**, Division Dir., County of Los Angeles Sheriff's Dept.  
**Karolyn Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS  
**Jose Santome**, Deputy Chief, LA School Police Dept.
- Joe Ortiz**, Captain, City of Sierra Madre Police Dept.  
**Sam Olivito**, Executive Dir., CA Contract Cities Assoc.  
**David Povero**, Captain, City of Covina Police Dept.  
**Greg Grammer**, Asst., City Manager, City of Rolling Hills Estates

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#### **Officers:**

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



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

- I. CALL TO ORDER
- II. ANNOUNCE QUORUM – Roll Call
- III. APPROVAL OF MINUTES (None)
- IV. PUBLIC COMMENTS
- V. CONSENT CALENDAR – (None)
- VI. REPORTS (None)
- VII. DISCUSSION ITEMS (None)
- VIII. ADMINISTRATIVE MATTERS (A-C)
  - A. APPROVE MASTER AGREEMENTS FOR PUBLIC SAFETY BROADBAND NETWORK DEVICES, ISSUANCE OF REQUESTS FOR BIDS, AND EXECUTION OF WORK ORDERS

It is recommended that your Board:

1. Approve the Master Agreements for PSBN Devices and delegate Authority to the Executive Director to execute seven (7) Master Agreements with the companies identified in Enclosure 1 (Master Agreement Qualified Contractors), in substantially similar form to Enclosure 2 (Master Agreement for PSBN Devices), for an initial term of three (3) years, with two (2) one-year option periods.
2. Delegate the Authority to the Executive Director as follows:
  - a. To execute Master Agreements with new vendors as vendors become qualified throughout the term of the PSBN Devices Master Agreement;
  - b. To exercise renewal option periods currently contemplated in the Term of the Master Agreement;



- c. To approve and execute Master Agreement Amendments;
- d. To issue RFBs and Addenda should the Authority or its Member agencies require PSBN Devices to be used on the LA-RICS PSBN;
- e. To execute Work Orders for PSBN Devices resulting from successfully solicited RFBs;
- f. To add or delete PSBN Device Categories;
- g. To approve and execute Work Order Amendments.
- h. To authorize payments of invoices, all in accordance with the Master Agreement and resultant Work Orders, all subject to the availability of funding.

Agenda Item A: Enclosures

**B. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE A ROAD ACCESS AGREEMENT WITH THE ROWLAND WATER DISTRICT**

It is recommended that your Board:

- 1. Delegate authority to the Executive Director to execute the Road Access Agreement with the Rowland Water District, substantially similar in form to the enclosed.

Agenda Item B: Enclosure

**C. ACCEPT 2011 URBAN AREAS SECURITY INITIATIVE (UASI) BRIDGE FUNDS PENDING EXTENSION REQUEST**

It is recommended that your Board:

- 1. Accept \$2,021,830 in grant funds from the Fiscal-Year 2011 UASI funds as distributed through the California Office of Emergency Services (CalOES), as a bridge award pending decision on an extension request for the balance of funds; and



2. Authorize the Executive Director to execute the 2011 UASI Sub-recipient Agreement, substantially similar to the enclosed, between the City of Los Angeles and the Authority.

Agenda Item C: Enclosure

**IX. MISCELLANEOUS – (None)**

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

**XI. CLOSED SESSION REPORT (None)**

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, August 6, 2015, at 9:00 a.m., at the Grace E. Simons Lodge.



## BOARD MEETING INFORMATION

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

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

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

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

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

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



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

July 16, 2015

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

Dear Directors:

### APPROVE MASTER AGREEMENTS FOR PUBLIC SAFETY BROADBAND NETWORK DEVICES, ISSUANCE OF REQUESTS FOR BIDS, AND EXECUTION OF WORK ORDERS

#### SUBJECT

Board approval is requested to authorize the Executive Director to execute Master Agreements for Public Safety Broadband Network (PSBN) Devices to be used on the LA-RICS PSBN, which are comprised of the following device categories: Category 1 (In-Vehicle Routers), Category 2 (USB Modems), Category 3 (Smartphones), Category 4 (Tablets), Category 5 (Outdoor Units), Category 6 (Portable Hotspots), Category 7 (mPCIe LTE Modems), and Category 8 (Universal Integrated Circuit Cards (UICC)); issue Requests for Bids (RFBs); to execute future Master Agreements as additional new vendors qualify under the Request for Statement of Qualifications (RFSQ); and execute resultant Work Orders.

#### RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve the Master Agreements for PSBN Devices and delegate Authority to the Executive Director to execute seven (7) Master Agreements with the companies identified in Enclosure 1 (Master Agreement Qualified Contractors), in substantially similar form to Enclosure 2 (Master Agreement for PSBN Devices), for an initial term of three (3) years, with two (2) one-year option periods.

**AGENDA ITEM A**

2. Delegate the Authority to the Executive Director as follows:

- a. To execute Master Agreements with new vendors as vendors become qualified throughout the term of the PSBN Devices Master Agreement;
- b. To exercise renewal option periods currently contemplated in the Term of the Master Agreement;
- c. To approve and execute Master Agreement Amendments;
- d. To issue RFBs and Addenda should the Authority or its Member agencies require PSBN Devices to be used on the LA-RICS PSBN;
- e. To execute Work Orders for PSBN Devices resulting from successfully solicited RFBs;
- f. To add or delete PSBN Device Categories;
- g. To approve and execute Work Order Amendments.
- h. To authorize payments of invoices, all in accordance with the Master Agreement and resultant Work Orders, all subject to the availability of funding.

**BACKGROUND**

On September 1, 2010, the Department of Commerce's National Telecommunications and Information Administration (NTIA) awarded the Authority a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant to develop and deploy a 700 MHz public safety mobile broadband network across the County of Los Angeles. The grant performance period deadline is fast approaching, ending on September 30, 2015.

On March 6, 2014, your Board awarded Agreement No. LA-RICS 008 for the buildout of the LA-RICS PSBN to Motorola Solutions, Inc., (Motorola) to provide LTE broadband technology to approximately 34,000 first responder and 17,000 secondary responder personnel to the greater Los Angeles region.

On September 2, 2014, the Authority issued a Request for Information (RFI) to obtain information from qualified and knowledgeable firms to understand the capabilities of the current telecommunications market for LTE user equipment/devices. On October 6, 2014, ten (10) responses were received. The Authority reviewed the responses in great depth and is using the knowledge gained through the RFI process, in addition to

member agency feedback, to develop an RFSQ. The information yielded from the RFI was instrumental in the development of the RFSQ contemplated in this recommended action.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action will authorize the Authority to enter into Master Agreements with vendors who have met the minimum qualifications to become a Qualified Contractor for a particular Device Category(ies). Currently the PSBN Device Categories contemplated are as follows:

- **Category 1 – In-Vehicle Routers**
- **Category 2 – USB Modems**
- **Category 3 – Smartphones**
- **Category 4 – Tablets**
- **Category 5 – Outdoor Units**
- **Category 6 – Portable Hotspots**
- **Category 7 – mPCIe LTE Modems**
- **Category 8 – Universal Integrated Circuit Cards (UICC)**

By way of these Master Agreements, the Authority, on behalf of its Member agencies, subscribers, affiliates, as well as other agencies of the PSBN, and Federal and State agencies associated with or participating in the PSBN, that are interested in procuring PSBN Devices, will have the ability to issue RFBs to Qualified Vendors within specific PSBN Device Categories to procure devices in accordance with member agencies' device needs. Work Orders resulting from successfully solicited RFBs will be issued to a Qualified Vendors that will include a detailed listing of the required work which will describe in detail the particular nature of the device procurement, quantity of devices, maintenance services, etc., and any distinct agency requirements.

Based on data surveyed from the Authority's user agencies, the Authority estimates that user agencies will initially need up to approximately 12,000 devices, and this may grow up to 35,000 over three (3) years. Such devices must be interoperable with the Authority's PSBN for the intended use of user agencies' public safety first and secondary responders.

However, at present, should your Board approve the Master Agreements and authorize the issuance of RFBs, the Authority anticipates issuing an initial RFB(s) for an estimated 4,500 PSBN Devices, primarily In-Vehicle Routers to assign to its Member agencies for use on the PSBN. As part of the RFSQ process, costs were not contemplated in the qualification process. However, cost will be taken into consideration at the RFB stage and Work Orders will be issued on a low bid basis.

The Authority's intent is to utilize BTOP grant funds for the initial procurement of PSBN Devices. As such, due to the grant performance period time constraints set to expire on September 30, 2015, the Authority is seeking delegated authority for the Executive Director to issue RFBs and execute Work Orders to secure PSBN Devices, primarily In-Vehicle Routers, to assign to its Member agencies for use on the LA-RICS PSBN.

With respect to the distribution of the PSBN Devices, the Authority envisions assigning devices procured with BTOP grant funds to those Member agencies that are readily available to pay for any costs associated with the provisioning and installation of the devices prior to the BTOP grant deadline, by way of a Memorandum of Understanding. The assignment of devices will be brought before your Board as an action item at the August 6, 2015, regular Board meeting.

However, moving forward it is the expectation of the Authority to utilize the Master Agreement vehicle to procure PSBN Devices to use on the LA-RICS PSBN for its Member agencies, subscribers, affiliates, as well as other agencies of the PSBN, and Federal and State agencies associated with or participating in the PSBN, that are interested in procuring PSBN Devices at each agency's own expense. In these instances, the Authority will be the mechanism to procure such PSBN Devices.

### **CONTRACTING PROCESS**

On May 14, 2015, the Authority issued the Request for Statement of Qualifications (RFSQ) No. LA-RICS 010. The solicitation was posted on the LA-RICS website, the County's "Doing Business with Us" website, and sent electronically to approximately 45 vendors.

On June 5, 2015, the Authority received Statement of Qualifications (SOQs) from seven (7) vendors. The SOQs were reviewed for compliance with the minimum mandatory requirements and the device mandatory minimum qualifications as set forth in the RFSQ. After a careful review from Authority staff input including Internal Services Department, County of Los Angeles Sheriff's Department, County of Los Angeles Fire Department, City of Los Angeles Police Department, City of Los Angeles Fire Department, and City of Los Angeles Information Technology Agency, all seven (7) vendors set forth in Enclosure 1 (Master Agreement Qualified Contractors) were determined to be in compliance with all the requirements and qualifications. Further, all vendors accepted the terms and conditions of the Master Agreement without exceptions, and met the insurance requirements and are therefore being recommended for award of a Master Agreement to become a Qualified Contractor in one or more of the PSBN Device Categories that it qualifies for. On July 13, 2015, all seven (7) vendors were notified of their qualification.

### **FISCAL IMPACT/FINANCING**

The initial device purchase is anticipated to be fully reimbursable under the BTOP grant awarded by the NTIA, with the exception of the match requirement.

However, subsequent purchases resulting from successfully solicited RFBs may be purchased with other grant funds or may be purchased directly from member agencies funding sources.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

### **AGREEMENTS/CONTRACTING PROCESS**

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute Master Agreements, substantially similar in form to the Enclosure 2.

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

PJM:JA:pl

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Enclosures

c: Counsel to the Authority

## **MASTER AGREEMENT QUALIFIED CONTRACTORS**

1. Bittium USA, Inc.
2. General Dynamics C4 Systems, Inc.
3. Harris Corporation, RF Communications Division
4. Motorola Solutions, Inc.
5. Sierra Wireless America, Inc.
6. Sonim Technologies, Inc.
7. Telecommunication Systems, Inc.



**LA-RICS**

Master Agreement Between

**Los Angeles Regional Interoperable  
Communications System Authority**

and

**(Contractor)**

for

**Public Safety Broadband Network Devices**

**Master Agreement No.**

**XXXXXXX**

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
PUBLIC SAFETY BROADBAND NETWORK DEVICES MASTER AGREEMENT**

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PUBLIC SAFETY BROADBAND NETWORK DEVICES MASTER AGREEMENT**

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PUBLIC SAFETY BROADBAND NETWORK DEVICES MASTER AGREEMENT**

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**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
PUBLIC SAFETY BROADBAND NETWORK DEVICES MASTER AGREEMENT**

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**EXHIBITS**

**EXHIBIT A:** PSBN DEVICE CATEGORIES

**EXHIBIT B:** SAMPLE REQUEST FOR BID

**EXHIBIT C:** SAMPLE WORK ORDER

**ATTACHMENT TO SAMPLE WORK ORDER**

- **ATTACHMENT 1 – CERTIFICATION OF NO CONFLICT OF INTEREST**

**EXHIBIT D:** GRANT FUNDING REQUIREMENT

**EXHIBIT E:** SPECTRUM MANAGER LEASE AGREEMENT

**EXHIBIT F:** AUTHORITY'S ADMINISTRATION

**EXHIBIT G:** CONTRACTOR'S ADMINISTRATION

**EXHIBIT H:** CONTRACTOR'S EEO CERTIFICATION

**EXHIBIT I:** JURY SERVICE ORDINANCE

**EXHIBIT J:** CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**EXHIBIT K:** SAFELY SURRENDERED BABY LAW

**EXHIBIT L:** IRS NOTICE 1015

**EXHIBIT M:** DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**CONTRACTOR'S STATEMENT OF QUALIFICATIONS:** INCORPORATED BY REFERENCE

**EXECUTED WORK ORDER(S):** INCORPORATED BY REFERENCE

**SAMPLE MASTER AGREEMENT  
BETWEEN  
THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AND  
**(CONTRACTOR)**  
FOR  
PUBLIC SAFETY BROADBAND NETWORK DEVICES**

This Master Agreement, including all Exhibits, are made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority, hereinafter referred to as the "Authority" and **CONTRACTOR NAME**, hereinafter referred to as "Contractor", to provide Public Safety Broadband Network (PSBN) devices.

**RECITALS**

WHEREAS, the Authority may contract with private businesses for the purchase of devices for use on the Authority's Public Safety Broadband Network (PSBN) when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing devices that can be utilized on the PSBN; and

WHEREAS, this Master Agreement is authorized by the Board of Directors for the Authority; and

WHEREAS, the Board of Directors for the Authority has authorized the Executive Director of the Authority to execute and administer this Master Agreement; and

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

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, and Contractor's Statement of Qualifications (SOQ) are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

- 1.1 **EXHIBIT A** – PSBN Device Categories
- 1.2 **EXHIBIT B** – Sample Request for Bid
- 1.3 **EXHIBIT C** – Sample Work Order

- 1.3.1 **Attachment to the Sample Work Order:**  
▪ **Attachment 1:** Certification of No Conflict of Interest
- 1.4 **EXHIBIT D** – Grant Funding Requirements
- 1.5 **EXHIBIT E** – Spectrum Manager Lease Agreement
- 1.6 **EXHIBIT F** – Authority's Administration
- 1.7 **EXHIBIT G** – Contractor's Administration
- 1.8 **EXHIBIT H** – Contractor's EEO Certification
- 1.9 **EXHIBIT I** – Jury Service Ordinance
- 1.10 **EXHIBIT J** – Contractor's Acknowledgement and Confidentiality Agreement and Contractor Employee Acknowledgement and Confidentiality Agreement (as needed and required by the Authority)
- 1.11 **EXHIBIT K** – Safely Surrendered Baby Law
- 1.12 **EXHIBIT L** – IRS Notice 1015
- 1.13 **EXHIBIT M** – Detailed Property Tax Reduction Program
- 1.14 **Executed Work Order(s)** – Incorporated herein by this reference.

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 8.0 (Amendments) and signed by both parties.

## **2.0 DEFINITIONS**

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

- 2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Authority and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

- 2.2 **Authority:** The Los Angeles Regional Interoperable Communications System Authority, a Joint Powers Authority established under California Government Code Section 6500, et. seq.
- 2.3 **Authority Board:** The Authority's Board of Directors.
- 2.4 **Authority Board Chair:** The person then-serving as the Chair of the Authority.
- 2.5 **Authority Master Agreement Program Director (MAPD):** The individual designated by the Executive Director whose authority and responsibilities are set forth in Paragraph 6.2 (Authority Master Agreement Program Director). Refer to Exhibit F (Authority's Administration) for the designated MAPD.
- 2.6 **Authority's Work Order Project Manager:** The individual designated as chief contract person whose responsibilities are set forth in Paragraph 6.3 (Authority's Work Order Project Manager) responsible for coordinating and monitoring the Work Orders. Refer to Exhibit F (Authority's Administration) for the designated Authority Work Order Project Manager(s).
- 2.7 **BTOP Grant:** The Broadband Technology Opportunities Program grant awarded to the Authority by NTIA.
- 2.8 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award pursuant to Paragraph 7.1 (Contractor's Project Manager). Refer to Exhibit G (Contractor's Administration) for designated Contractor Project Manager(s).
- 2.9 **County:** The County of Los Angeles, California.
- 2.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 **Executive Director:** The person then-serving as the Executive Director of the Authority.
- 2.12 **FirstNet:** The First Responder Network Authority, an independent authority within the NTIA. FirstNet was created by the Tax Relief Act and includes, without limitation, FirstNet's Board of Directors, officers, employees, and agents, as well as any successor agencies.
- 2.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.14 **Funding Resource:** Any of the grants, programs, measures, initiatives or other federal, state or local funding resources used to fund any part of the Master Agreement, including any associated Work Order, or any Authority activity in connection with this Master Agreement at any time during the term of the Master Agreement.

- 2.15 **Grant Funding Requirements:** Shall mean the federal, state and local laws, rules, regulations, ordinances, guidelines, directives, policies, procedures, and requirements imposed by any Funding Resource, including but not limited to those identified in Exhibit D (Grant Funding Requirements), as such currently exist and may change from time to time during the term of the Master Agreement.
- 2.16 **Long Term Evolution or LTE:** The Long Term Evolution standard for broadband developed by the Third Generation Partnership Project (3GPP).
- 2.17 **Master Agreement:** The Authority's standard agreement executed between the Authority and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders. **The execution of a Master Agreement does not guarantee a Qualified Contractor any minimum amount of device purchases or business.**
- 2.18 **NTIA:** The Department of Commerce, National Telecommunications and Information Administration.
- 2.19 **Permitted Purchasers:** The Authority's Member agencies, subscribers and affiliates, as well as other user agencies of the PSBN, and Federal and State agencies associated with or participating in the PSBN, and are interested in procuring PSBN devices.
- 2.20 **PSBN:** The Authority's Public Safety Broadband Network, which is also known as the LTE System.
- 2.21 **PSBN Device Categories:** The different device categories contemplated in this Master Agreement as further described in Exhibit A (PSBN Device Categories) that the Authority will be soliciting from Qualified Contractors during the term of the Master Agreement.
- 2.22 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to Authority's Request for Statement of Qualifications (RFSQ); has met the Minimum Qualifications set forth in the RFSQ, and has an executed Master Agreement with the Authority.
- 2.23 **Request for Bid (RFB):** Competitive solicitation containing the required work requirements, including quantity and device requirements, any applicable evaluation and selection criteria, if any, and any other relevant information necessary for Qualified Contractors to bid on a Work Order. The Request for Bid will be sent to the Qualified Contractors in the respective PSBN Device Categories. The Request for Bid may result in the award of a Work Order for the devices/services identified in the Request for Bid.
- 2.24 **Request For Statement of Qualifications (RFSQ):** An open and continuous solicitation based on establishing a pool of Qualified Contractors to provide devices through Master Agreements.

- 2.25 **Spectrum Manager Lease Agreement (SMLA):** The Spectrum Manager Lease Agreement dated as of July 1, 2013, between the Authority and FirstNet, attached to this Master Agreement as Exhibit E (Spectrum Manager Lease Agreement), as such agreement is amended from time to time.
- 2.26 **Statement of Qualifications (SOQ):** A vendor's written response and demonstration of meeting the specific minimum qualifications and certification/testing requirements for each device to qualify for each of the PSBN Device Categories that it applied for in response to the RFSQ.
- 2.27 **Total Maximum Amount:** The maximum monetary amount specified as payable to the Contractor on a particular Work Order.
- 2.28 **Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the procurement of devices, performance of tasks and/or provision of deliverables as described in a specification or as otherwise contained in the Work Order. Each Work Order shall result from bids, solicited by and tendered to Authority, by Qualified Contractors. Unless otherwise specified in the Request for Bids, the Authority shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

## **3.0 WORK**

The Authority will competitively bid among the Qualified Contractors in specific PSBN Device Categories for the procurement of devices and related services (if any) needed by the Authority and Permitted Purchasers.

### **3.1 Request for Bids and Award Process**

- 3.1.1 Authority procedures for issuing and executing Work Orders are as set forth in this Paragraph 3.0. Upon determination by the Authority to issue a Request for Bid, either on behalf of the Authority or its Permitted Purchasers, the Authority shall issue a Request for Bid containing required work requirements, including quantity and device requirements, to all Master Agreement Qualified Contractors in the respective PSBN Device Category(ies).
- 3.1.2 When issuing Request for Bids, the Authority may solicit bids or proposals for devices encompassed within one or more PSBN Device Categories set forth in Exhibit A (PSBN Device Categories). The Authority will issue a Request for Bids and award Work Orders in accordance with this Paragraph 3.0.
- 3.1.3 As this Master Agreement includes various device categories, only those resultant Contractors qualified for the specific PSBN Device Category that the Authority or Permitted Purchasers require devices from, will be contacted to submit a bid in response to a Request for Bid.

- 3.1.4 In response to such Request for Bids, each interested Qualified Contractor so contacted shall submit a bid or proposal in accordance with the Request for Bid and demonstrate that it meets the additional requirements, if any, based on an agency's operational needs as specified in each Request for Bid, to the Authority within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for being awarded that particular Work Order.
- 3.1.5 Request for Bids, similar in form to Exhibit B (Sample Request for Bid), will include required work requirements, including quantity and device requirements, which will describe in detail the particular nature of the device procurement, delivery, installation, if any, maintenance services, etc., and any distinct agency requirements, if any, required for a Qualified Contractor to be selected to a Work Order. It is the sole responsibility of the Qualified Contractors to ensure that its device(s) meet the specific agency requirements, if any, set forth in the Request for Bid.
- 3.1.6 For Request for Bids, interested Qualified Contractors within the respective PSBN Device Category(ies) shall:
  - a. Submit the required documentation, collectively the bid or proposal, to the Authority by the Bid Submission Deadline set forth in the Request for Bid in the delivery method (e.g. electronic, hard copy, etc.) set forth in the Request for Bid.
  - b. Failure to submit the bid or proposal by the bid submission deadline, to the appropriate destination, utilizing the specified delivery method set forth in the Request for Bid may immediately disqualify the Contractor from further consideration for that particular Work Order.
  - c. Submit the cost information for the quantity of devices and/or services being procured pursuant to the Request for Bid (e.g. per device basis, quantity/volume basis, volume discount basis, or any other purchase method set forth in the Request for Bid).
  - d. Submit written affirmation and/or demonstrated proof of meeting any other qualifying information required by the Request for Bid (e.g. maintenance services, and any other distinct agency requirements, if any, etc.).
  - e. Submit written affirmation that Qualified Contractor can meet the deadline(s) by which all devices must be purchased, delivered, installed, if applicable, and/or can complete or perform the services, tasks, deliverables, or other work as set forth in the Request for Bid.
  - f. Provide any other additional information that may be requested in the Request for Bid.

- 3.1.7 The Authority shall award the Work Order with the lowest cost Qualified Contractor that meet the requirements of the Request for Bid, unless the Request for Bid specifies bid evaluation criteria other than lowest cost. The Authority, in its sole discretion, may utilize other evaluation methodologies that take factors other than cost into consideration are in the overall best interest of the Authority. If an evaluation methodology other than lowest cost is utilized, it will be explicitly indicated in the Request for Bid. It is understood by Contractor that the Authority's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- 3.1.8 Upon completion of evaluations, successfully submitted bids/proposals meeting all of the requirements and evaluated in accordance with the Request for Bid will be awarded a Work Order in accordance with Paragraph 3.2 (Work Order Process).
- 3.1.9 The Authority estimates that the selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids, however, this is subject to change in the Authority's sole discretion. Following selection, all Contractors selected must be available to meet the Authority's deadline for purchase, delivery, and installation, if applicable, of devices and fully complete and perform all tasks, deliverables, services and other work, as applicable, as set forth in the Work Order. Inability of Contractor to comply with such purchase, delivery, and installation date(s) may be cause for immediate disqualification of Contractor from the particular Work Order as determined by the MAPD, in his or her sole discretion.
- 3.1.10 In the event Contractor defaults three (3) times under Paragraph 3.1.9 within a given Authority fiscal year, then the Authority may terminate this Master Agreement pursuant to Paragraph 47.0 (Termination for Default).
- 3.1.11 The Authority reserves the right, in its sole discretion, to cancel a Request for Bid at any point in the solicitation process. At no time will Qualified Contractor be reimbursed for any cost associated with its participation in an open or canceled Request for Bid.

## 3.2 Work Order Process

- 3.2.1 Work Orders resulting from successfully solicited Request for Bids shall generally conform to Exhibit C (Sample Work Order) and shall include required work requirements, including quantity and device requirements, which will describe in detail the particular nature of the device procurement, delivery, installation, if any, maintenance services, etc., and any distinct agency requirements, if any, and the work required for the performance thereof. Payment for all work shall be subject to the Total Maximum Amount specified on each individual Work Order.

- 3.2.2 Payment for all devices and work will be either on a per device basis, quantity/volume basis, or any other payment method set forth in the Work Order.
- 3.2.3 For Work Order(s) awarded to the Contractor under this Master Agreement, Contractor shall fully purchase, deliver, and install, if applicable, all devices, and shall fully complete and perform all tasks, deliverables, services and other work, on time pursuant to the provisions of this Master Agreement and in accordance with subsequent Work Order(s), as set forth herein.
- 3.2.4 If Contractor provides any device, task, deliverable, service, task, deliverable, or other work to the Authority that does not adhere to the Work Order, and/or that goes beyond the Work Order expiration date, if any, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Paragraph 8.4 (Amendments to Work Orders), these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against the Authority or its Permitted Purchasers.

### **3.3 PSBN Device Certifications/Test Results**

In the event that Contractor's device(s) met the Minimum Qualifications for a particular PSBN Device Category(ies) but did not have the requisite Certifications/Tests pursuant to Exhibit A (PSBN Device Categories) at the time this Master Agreement was issued, Contractor shall meet each of the following requirements:

- 3.3.1 Contractor shall secure the requisite Certifications/Test Results for each device the Contractor is qualified for under this Master Agreement, pursuant to Exhibit A (PSBN Device Categories), within six (6) months from the date of execution of this Master Agreement.
- 3.3.2 Contractor shall guarantee that the Warranty Period for any PSBN Devices purchased under the Request for Bid process will be extended by the time period it takes Contractor to complete all the Minimum Qualifications regarding Certifications/Test Results pursuant to Exhibit A (PSBN Device Categories), and such Certifications/Test Results are received and approved by the Authority.
- 3.3.3 Contractor shall be responsible at its sole cost, with providing the Authority with compliant PSBN Devices that pass certification, and will be responsible for making any changes needed to devices already deployed to meet certification, which may include but is not limited to, field modification of any deployed devices, or a complete replacement of a device if needed.

- 3.3.4 Contractor shall be responsible for any harm the PSBN Devices cause to the PSBN System, and Contractor shall be responsible for all costs associated with restoring the PSBN System to a fully operational condition.
- 3.3.5 Contractor agrees that any and all costs associated with device Certifications/Test Results shall be borne solely of the Contractor.
- 3.3.6 Failure of Contractor to secure said Certification/Test Results within six (6) months from the date of execution of this Master Agreement to bring its device(s) into compliance with the Minimum Qualifications pursuant to Exhibit A (PSBN Device Categories), may result in Contractor's Master Agreement being terminated in accordance with Paragraph 47.0 (Termination for Default) of this Master Agreement. Additionally, Contractor may be required to refund the Authority and/or Permitted Purchaser, as set forth in the Work Order, in full for the Total Maximum Amount of PSBN Devices purchased under a Work Order, within sixty (60) business days of notification from the Authority that Contractor's Master Agreement is being Terminated for Default in accordance with Paragraph 47.0 (Termination for Default) of this Master Agreement.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement is effective upon the date of its execution by Authority's Executive Director as authorized by the Authority Board and shall expire on June 15, 2018 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The Authority shall have the sole option to extend the Master Agreement term of three (3) years, with two (2) one-year option periods, for a maximum total Master Agreement term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Executive Director as authorized by the LA-RICS JPA Board.

The County of Los Angeles maintains databases that track/monitor contractor performance history, which the Authority will work with the County to obtain Contractor information. Information entered into such databases may be used for a variety of purposes, including determining whether the Authority will exercise a contract term extension option.

- 4.3 Contractor shall notify the Authority when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Authority at the address herein provided in Exhibit F (Authority's Administration).

## **5.0 CONTRACT SUM**

- 5.1 Contractor shall not be entitled to any payment by the Authority or its Permitted Purchasers under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the Authority hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Authority by the LA-RICS JPA Board in their approved budgets. The Authority has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any devices or tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Authority's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

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

## **5.4 Invoices and Payments**

- 5.4.1 For providing the devices, tasks, deliverables, services, and other work, if any, authorized pursuant to this Master Agreement, Contractor shall separately invoice the Authority or Permitted Purchasers for each Work Order.
- 5.4.2 Payment for all devices and work shall be in accordance with each Work Order and subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 31.0 (Liquidated Damages).

- 5.4.3 The Authority and Permitted Purchasers shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of the Authority's Work Order Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

#### **5.4.6 Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor shall specify:

- Work Order No. and Contractor's Master Agreement No.;
- Period of performance of work being invoiced;
- A brief description of the deliverable(s) for which payment is claimed, including any devices and quantities, the respective number(s) assigned to the deliverable(s), if any, and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

### **6.0 ADMINISTRATION OF MASTER AGREEMENT – AUTHORITY**

A listing of the Authority's Administration referenced in the following sub-paragraphs is set forth in Exhibit F (Authority's Administration). The Authority shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 Executive Director of the Authority**

The Executive Director of the Authority shall have the authority to execute new Master Agreements with contractors that have met the minimum qualifications in one or more PSBN Device Categories and have been selected to become a Qualified Contractor, provided the Authority Board has granted such delegated authority.

#### **6.2 Authority's Master Agreement Program Director (MAPD)**

- 6.2.1 The MAPD, or his or her designee, is responsible for the administration of this Master Agreement ensuring that Contractors are in compliance with the

terms and conditions of this Master Agreement and that the objectives of this Master Agreement are met.

- 6.2.2 The MAPD has the authority to negotiate and recommend all changes to this Master Agreement; approve and execute Request for Bids, Addenda, Work Orders, and Work Order Amendments (in accordance with sub-paragraph 8.4 (Amendments to Work Orders); add or delete PSBN Device Categories in accordance with sub-paragraph 8.3 (Change Notices to Master Agreement), maintain and update all records related hereto; and resolve disputes between the Authority and/or Permitted Purchasers, and the Contractor.
- 6.2.3 The MAPD is the Authority's chief contact person with respect to the day-to-day administration of this Master Agreement and will generally be the first person for Contractor to contact with any questions.

### **6.3 Authority's Work Order Project Manager**

A Work Order Project Manager will be assigned for each Work Order.

- 6.3.1 The responsibilities of the Work Order Project Manager include:
  - ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
  - coordinating and monitoring the device procurement and overall work of Contractor and ensuring the Work Order objectives are met within the given timeframes;
  - monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- 6.3.2 Authority's Work Order Project Managers are **not authorized** to make any changes in Work Order costs, dollar totals, periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Work Order Amendments executed by the MAPD pursuant to sub-paragraph 8.4 (Amendments to Work Orders).

## **7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR**

A listing of the Contractor's Administration referenced in the following sub-paragraphs is set forth in Exhibit G (Contractor's Administration). Contractor shall notify the Authority of any changes to Exhibit G (Contractor's Administration) in accordance with Paragraph 38.0 (Notices) and shall submit a revised Exhibit G (Contractor's Administration) to the Authority. Such revised Exhibit G (Contractor's Administration) shall be incorporated into the Master Agreement by this reference.

## **7.1 Contractor's Project Manager**

- 7.1.1 Contractor's Project Manager is designated in Exhibit G (Contractor's Administration). The Contractor shall notify the Authority in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with Authority's Work Order Project Managers on a regular basis with respect to all active Work Orders.

## **7.2 Contractor's Authorized Official(s)**

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit G (Contractor's Administration). Contractor shall promptly notify the Authority in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

## **7.3 Approval of Contractor's Staff**

The Authority has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide the Authority with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

## **7.4 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services, if any, under this Master Agreement with a photo identification badge.

## **7.5 Background and Security Investigations**

- 7.5.1 Each of Contractor's staff performing services, if any, under this Contract who is in a designated sensitive position, as determined by the Authority in Authority's sole discretion, shall undergo and pass a background investigation to the satisfaction of the Authority as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be

limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, the Authority may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. The Authority will not provide to Contractor or to Contractor's staff any information obtained through the Authority's background investigation.
- 7.5.3 The Authority, in its sole discretion, may immediately deny or terminate facility access, if applicable, to any member of Contractor's staff that does not pass such investigation to the satisfaction of the Authority or whose background or conduct is incompatible with Authority facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this sub-paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Work Orders or this Master Agreement.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, Authority, and its Permitted Purchasers, as applicable, policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless Authority, Permitted Purchasers, and their Member agencies, officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by Authority and/or Permitted Purchasers, in their sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the Authority and/or Permitted Purchasers. Notwithstanding the preceding sentence, the Authority and/or Permitted Purchasers shall have the right to participate in any such defense at its sole

cost and expense, except that in the event Contractor fails to provide the Authority and/or Permitted Purchasers with a full and adequate defense, as determined by the Authority and/or Permitted Purchasers in their sole judgment, the Authority and/or Permitted Purchasers shall be entitled to retain their own counsel, including, without limitation, Counsel to the Authority, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by the Authority and/or Permitted Purchasers in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the Authority and/or Permitted Purchasers without the Authority's and/or Permitted Purchasers' prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the Exhibit J (Contractor's Acknowledgement and Confidentiality Agreement).
- 7.6.5 If needed and required by the Authority in its sole discretion, Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of the Contractor Employee Acknowledgment and Confidentiality Agreement also contained at Exhibit J.

## **8.0 AMENDMENTS**

### **8.1 Amendments to the Master Agreement**

- 8.1.1 The Executive Director may in his or her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Executive Director.
- 8.1.2 In accordance with Paragraph 9.0 (Assignment and Delegation), any assumption, assignment, delegation, company name change or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, company name change or any other mechanism, under the Master Agreement, shall be done pursuant to an Amendment to the Master Agreement that is prepared by Authority and executed by the Contractor and the Executive Director.

Such Amendment will be prepared only after the Authority has granted its prior written approval.

- 8.1.3 Notwithstanding any other provisions of this sub-paragraph 8.1, for any change which affects the scope of work, term, payments, any condition, or any rights or obligations of this Master Agreement, an Amendment to the Master Agreement shall be prepared by the Authority and executed by the Contractor and by the Executive Director.

## **8.2 Addition/Removal of PSBN Device Categories**

Throughout the term of this Master Agreement the MAPD, or his or her designee, may, in his or her sole discretion, add new PSBN Device Categories or remove existing PSBN Device Categories as set forth in Exhibit A (PSBN Device Categories). To add or remove PSBN Device Categories, an Amendment to the Master Agreement shall be prepared by the Authority and executed by the Contractor and by the Executive Director.

## **8.3 Change Notices to Master Agreement**

Notwithstanding any other provisions of this Paragraph 8.0, for any change which does not affect the scope of work, term, payments, or any conditions, rights, or obligations of this Master Agreement, a Change Notice shall be prepared by the Authority and executed by the Contractor and the MAPD or his or her designee.

## **8.4 Amendments to Work Orders**

With respect to Work Orders issued under this Master Agreement, any changes that affect the required work requirements, including quantity and device requirements, costs, Total Maximum Work Order amount, deliverable prices, changes extending the period of performance, and/or changes modifying or substituting any devices, an Amendment to the Work Order shall be prepared by the Authority and executed by the Contractor and MAPD.

# **9.0 ASSIGNMENT AND DELEGATION**

- 9.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the 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 Master Agreement, which is formally approved and executed by the parties. Any payments by the Authority to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the Authority's sole discretion, against the claims, which the Contractor may have against the Authority.

- 9.2 Shareholders, partners, members, or other equity holders of Contractor 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 Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the Authority in accordance with applicable provisions of this Master Agreement.
- 9.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Authority's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the Authority shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **10.0 GRANT FUNDING REQUIREMENTS**

- 10.1 For those PSBN Devices that are to be purchased with Grant Funding where a Work Order has been executed, this Paragraph 10.0 shall be in effect. Notwithstanding anything to the contrary set forth in this Master Agreement, Contractor warrants and represents that it shall strictly comply with all requirements to the extent applicable to Contractor and necessary for the Authority, or any of its Members, to comply with and to qualify for Funding Resources and receive funds, including but not limited to those funds and resources identified in Exhibit D (Grant Funding Requirements), as such Exhibit may be updated or modified from time to time, for expenditures under this Master Agreement. Without altering the foregoing responsibilities, the Authority may unilaterally update or modify Exhibit D (Grant Funding Requirements) from time to time by Unilateral Amendments pursuant to Paragraph 8.0 (Amendments).

### **10.2 Funding Resource Identification Required**

Notwithstanding anything to the contrary set forth in Paragraph 3.0 (Work) or elsewhere in the Master Agreement, the Authority's election to issue a Request for Bid, is expressly contingent upon the Authority identifying sufficient available Funding Resources to pay for the devices/work. In the event that the Authority is unable to appropriate sufficient Funding Resources to execute a Work Order, the Authority may, at its sole discretion, either (i) terminate this Master Agreement up to and including the completed purchase/work, or (ii) suspend the Agreement indefinitely until sufficient Funding Resources are appropriated, in each case, in accordance with Paragraph 46.0 (Termination for Convenience).

### **10.3 Funding Disallowance**

Notwithstanding anything to the contrary set forth in this Master Agreement, whether expressly or by implication, to the extent that funds are disallowed as a result of Contractor's or its Subcontractors' acts and/or omissions inconsistent with its obligations under the Master Agreement, and to the extent not caused by a Force Majeure or the Authority, Contractor nevertheless shall remain responsible to the Authority for any and all devices, deliverables, and other work under executed Work Orders, but the Authority shall have no payment obligation to the Contractor to the extent of such disallowed funds.

### **10.4 No Limitation of Liability**

Notwithstanding any provision of this Master Agreement, whether expressly or by implication, Contractor's liability to the Authority or any grant loss or disallowance it causes shall not be limited by this sub-paragraph 10.4 (No Limitation of Liability).

## **11.0 AUTHORIZATION WARRANTY**

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

## **12.0 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 12.1 Upon the Authority's request, Contractor shall have 60 days to provide the Authority with the Contractor's policy for receiving, investigating and responding to user complaints.
- 12.2 The Authority will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 12.3 If the Authority requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for Authority approval.
- 12.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the Authority for approval before implementation.
- 12.5 The Contractor shall preliminarily investigate all complaints and notify the Authority's Work Order Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 12.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 12.7 Copies of all written responses shall be sent to the Authority's Work Order Project Manager within three (3) business days of mailing to the complainant.

### **13.0 COMPLIANCE WITH APPLICABLE LAW**

- 13.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 13.2 Contractor shall indemnify, defend, and hold harmless the Authority, Permitted Purchasers, and their Member agencies, officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the Authority in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the Authority and/or Permitted Purchasers. Notwithstanding the preceding sentence, the Authority and/or Permitted Purchasers shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the Authority and/or Permitted Purchasers with a full and adequate defense, as determined by the Authority in its sole judgment, the Authority and/or Permitted Purchasers shall be entitled to retain its own counsel, including, without limitation, Counsel to the Authority, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by Authority and/or Permitted Purchasers in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of Authority and/or Permitted Purchasers without Authority's and/or Permitted Purchasers prior written approval.

### **14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

Master Agreement. The Contractor shall comply with Exhibit H (Contractor's EEO Certification).

## **15.0 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **15.1 Jury Service Program**

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit I (Jury Service Ordinance) and incorporated by reference into and made part of this Master Agreement.

### **15.2 Written Employee Jury Service Policy**

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

continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Authority may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- 15.2.4 Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **16.0 CONFLICT OF INTEREST**

- 16.1 No public employee whose position in the Authority, or with one of its Members, enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the Authority's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the Authority's approval or ongoing evaluation of such work.
- 16.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the Authority. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 16.2 shall be a material breach of this Master Agreement.

## **17.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **17.1 Certification Regarding Debarment**

As part of the qualification process to become a Qualified Contractor, at the time of its SOQ submission, Contractor submitted a fully completed and executed SOQ Form 1 (Vendor Organization/Certification), attesting that the Contractor, nor any of the Contractor's owners, officers, partners, directors, or other principals, and Contractor's Subcontractors, if any, are not currently suspended, debarred, ineligible, or excluded from securing contracts funded by the State of California, the federal government, or any public agency.

If at any time during the term of this Master Agreement the Contractor, or any of the Contractor's owners, officers, partners, directors, or other principals, and Contractor's Subcontractors, if any, become suspended, debarred, ineligible, or excluded from securing contracts funded by the State of California, the federal government, or any other public agency, the Authority may terminate this Master Agreement pursuant to Paragraph 46.0 (Termination for Convenience).

### **17.2 Proposer Non-Responsibility and Debarment**

In addition to any requirements regarding Contractor's responsibility arising under applicable federal, state and local laws (including, but not limited to, those referred to in Exhibit D (Grant Funding Requirements)), the Contractor shall be subject to the provisions of Chapter 2.202 of the Los Angeles County Code entitled "Determination of Contractor Non-Responsibility and Contractor Debarment." The Authority reserves the right in its sole discretion to investigate all available information, including, but not limited to, information provided by the Contractor in its response to SOQ Form 1 (Vendor Organization/Certification) that was submitted with its SOQ, to determine if a Contractor is a responsible Contractor. In the event the Authority determines, in its sole discretion, to seek to find a Contractor non-responsible or to have a Contractor debarred from having contracts with the Authority, the Authority will follow a process that is in substance as set forth in Chapter 2.202 of the Los Angeles County Code, except as modified by the express terms of this Master Agreement. As used in Chapter 2.202 of the County Code, (a) the "department head" shall be deemed to refer to the Executive Director, (b) "board of supervisors," shall be deemed to refer to the Authority Board, and (c) "contractor hearing board," shall be deemed to refer to one or more designees designated by the Executive Director.

## **18.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County, and by extension the Authority, places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily

post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**19.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**20.0 AUTHORITY'S QUALITY ASSURANCE PLAN**

- 20.1 The Authority or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the Authority determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Authority Board. The report will include improvement/corrective action measures taken by the Authority and the Contractor. If improvement does not occur consistent with the corrective action measures, the Authority may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.
- 20.2 The County maintains databases that track/monitor contractor performance history, which the Authority will access. Information entered into such databases may be used for a variety of purposes, including determining whether the Authority will exercise a contract term extension option.

## **21.0 DAMAGE TO AUTHORITY FACILITIES, BUILDINGS OR GROUNDS**

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

## **22.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 22.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 22.2 The Contractor shall indemnify, defend, and hold harmless, the Authority, Permitted Users, and their Members agencies, user agencies, Federal and State regulatory bodies, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor, Authority and/or Permitted Users or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

## **23.0 FACSIMILE REPRESENTATIONS**

The Authority and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.0 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **24.0 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the Authority, Permitted Purchasers, and their Members agencies, 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 work performed by the Contractor's employees for which the Authority and/or Permitted Purchasers may be found jointly or solely liable.

## **25.0 FORCE MAJEURE**

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

## **26.0 GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **27.0 INDEPENDENT CONTRACTOR STATUS**

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

the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The Authority shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 27.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the Authority. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 27.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 (Confidentiality).

## **28.0 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the Authority, Permitted Purchasers and their Members agencies, elected and appointed officers, employees, agents and volunteers ("Authority Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority Indemnities.

## **29.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of the Authority Indemnitees, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified this Paragraph 29.0 (General Provisions for All Insurance Coverage) and Paragraph 30.0 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The Authority in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

### **29.1 Evidence of Coverage and Notice to Authority**

- a. Certificate(s) of insurance coverage (Certificate) satisfactory to the Authority, and a copy of an Additional Insured endorsement confirming the Authority

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

- b. Renewal Certificates shall be provided to the Authority not less than 10 days prior to Contractor's policy expiration dates. The Authority reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- c. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any Authority required endorsement forms.
- d. Neither the Authority's failure to obtain, nor the Authority's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

## **29.2 Additional Insured Status and Scope of Coverage**

The Authority, Permitted Purchasers, and their Members agencies, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Authority and

its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the Authority. The Authority and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the Authority. The full policy limits and scope of protection also shall apply to the Authority and its Agents as an additional insured, even if they exceed the Authority's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **29.3 Cancellation of or Changes in Insurance**

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

#### **29.4 Failure to Maintain Insurance**

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

#### **29.5 Insurer Financial Ratings**

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

#### **29.6 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage

available to Contractor. Any Authority maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**29.7 Waivers of Subrogation**

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

**29.8 Subcontractor Insurance Coverage Requirements**

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

**29.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the Authority to pay any portion of any Contractor deductible or SIR. The Authority retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the Authority, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**29.10 Claims Made Coverage**

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

**29.11 Application of Excess Liability Coverage**

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

## **29.12 Separation of Insureds**

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

## **29.13 Alternative Risk Financing Programs**

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

## **29.14 Authority Review and Approval of Insurance Requirements**

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

# **30.0 INSURANCE COVERAGE**

## **30.1 Commercial General Liability**

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

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

## **30.2 Automobile Liability**

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

## **30.3 Workers Compensation and Employers' Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO),

coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Authority as the Alternate Employer, and the endorsement form shall be modified to provide that the Authority will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### **31.0 LIQUIDATED DAMAGES**

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

- 31.3 The action noted in sub-paragraph 31.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the Authority cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.
- 31.4 This paragraph shall not, in any manner, restrict or limit the Authority's right to damages for any breach of this Master Agreement provided by law or sub-paragraph 31.2, and shall not, in any manner, restrict or limit the Authority's right to terminate this Master Agreement as agreed to herein.

## **32.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 32.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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.
- 32.2 The Contractor shall certify to, and comply with, the provisions of Exhibit H (Contractor's EEO Certification).
- 32.3 The Contractor 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.
- 32.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 32.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 32.6 The Contractor shall allow Authority representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 32.0 when so requested by the Authority.

- 32.7 If the Authority finds that any provisions of this Paragraph 32.0 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the Authority may terminate or suspend this Master Agreement. While the Authority reserves the right to determine independently that the anti-discrimination provisions of this Master 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 Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the Authority that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 32.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master 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 Master Agreement.

### **33.0 NON EXCLUSIVITY**

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

### **34.0 NOTICE OF DELAYS**

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

### **35.0 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Authority Work Order Project Manager and/or MAPD any dispute between the Authority and the Contractor regarding the performance of services as stated in this Master Agreement. If the Authority Work Order Project Manager or MAPD is not able to resolve the dispute, the Executive Director shall resolve it.

### **36.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

**37.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K (Safely Surrendered Baby Law) of this Master Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**38.0 NOTICES**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit F (Authority's Administration) and Exhibit G (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Executive Director shall have the authority to issue all notices or demands required or permitted by the Authority under this Master Agreement.

**39.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

**40.0 PUBLIC RECORDS ACT**

40.1 Any documents submitted by Contractor; all information obtained in connection with the Authority's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 42.0 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the Authority. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The Authority shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

40.2 In the event the Authority is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records,

and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the Authority from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **41.0 PUBLICITY**

- 41.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the Authority shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the Authority without the prior written consent of the Authority's MAPD. The Authority shall not unreasonably withhold written consent.
- 41.2 The Contractor may, without the prior written consent of Authority, indicate in its bids/proposals and sales materials that it has been awarded this Master Agreement with the Authority, provided that the requirements of this Paragraph 41.0 shall apply.

## **42.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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

option, the Contractor 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.

- 42.2 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The Authority shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 42.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 42.0 shall constitute a material breach of this Master Agreement upon which the Authority may terminate or suspend this Master Agreement.
- 42.4 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the Authority may conduct an audit of the Contractor regarding the work performed under this Master 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 the Contractor, then the difference shall be either: a) repaid by the Contractor to the Authority by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the Authority, whether under this Master Agreement or otherwise. If such audit finds that the Authority's dollar liability for such work is more than the payments made by the Authority to the Contractor, then the difference shall be paid to the Contractor by the Authority by cash payment, provided that in no event shall the Authority's maximum obligation for this Master Agreement exceed the funds appropriated by the Authority for the purpose of this Master Agreement.

#### **43.0 RECYCLED BOND PAPER.**

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

#### **44.0 SUBCONTRACTING**

- 44.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the Authority**. Any attempt by the Contractor to subcontract without the prior consent of the Authority may be deemed a material breach of this Master Agreement.
- 44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the Authority's request:

- a. A description of the work to be performed by the subcontractor;
  - b. A draft copy of the proposed subcontract; and
  - c. Other pertinent information and/or certifications requested by the Authority.
- 44.3 The Contractor shall indemnify and hold the Authority harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 44.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the Authority's approval of the Contractor's proposed subcontract.
- 44.5 The Authority's consent to subcontract shall not waive the Authority's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this Authority right.
- 44.6 The Authority's MAPD is authorized to act for and on behalf of the Authority with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the Authority, Contractor shall forward a fully executed subcontract to the Authority for their files.
- 44.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the Authority's consent to subcontract.
- 44.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the Authority from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the following address before any subcontractor employee may perform any work hereunder:

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

**45.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 19.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default under this Master Agreement. Without

limiting the rights and remedies available to the Authority under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the Authority may terminate this Master Agreement pursuant to Paragraph 47.0 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

## **46.0 TERMINATION FOR CONVENIENCE**

- 46.1 Authority may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the Authority, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 46.2 Upon receipt of a notice of termination and except as otherwise directed by the Authority, the Contractor shall immediately:
  - Stop work under the Work Order or under this Master Agreement, as identified in such notice;
  - Transfer title and deliver to Authority all completed work and work in process; and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 46.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Paragraph 42.0 (Record Retention and Inspection/Audit Settlement).

## **47.0 TERMINATION FOR DEFAULT**

- 47.1 The Authority may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of Authority's MAPD:
  - Contractor has materially breached this Master Agreement;
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder;

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the Authority may authorize in writing) after receipt of written notice from the Authority specifying such failure;
  - Contractor fails to secure the requisite Certifications/Test Results for each device the Contractor is qualified for under this Master Agreement, pursuant to Exhibit A (PSBN Device Categories), within **six (6) months** from the date of execution of this Master Agreement. In the event that Contractor fails to secure the requisite Certifications/Test Results for each device the Contractor is qualified for within six (6) months from the date of execution of this Master Agreement, Contractor may be required to refund the Authority and/or Permitted Purchaser, as set forth in the Work Order, in full for the Total Maximum Amount of PSBN Devices purchased under a Work Order, within sixty (60) business days of notification from the Authority that Contractor's Master Agreement is being Terminated for Default in accordance with this Paragraph 47.0;
  - Contractor fails to provide a Warranty Period for any PSBN Devices, purchased under the Request for Bid process, that is extended by the time period it takes Contractor to complete all the Minimum Qualifications regarding Certifications/Test Results pursuant to Exhibit A (PSBN Device Categories), and such Certifications/Test Results were received and approved by the Authority;
  - Contractor fails to be responsible at its sole cost, with providing the Authority with compliant PSBN Devices that pass certification, and fails to be responsible for making any changes needed to devices already deployed to meet certification, which may include but is not limited to, field modification of any deployed devices, or a complete replacement of a device if needed;
  - Contractor fails to be responsible for any harm the PSBN Devices cause to the PSBN System, and Contractor fails to be responsible for all costs associated with restoring the PSBN System to a fully operational condition; or
  - Contractor fails to be solely responsible for any and all costs associated with device Certifications/Test Results.
- 47.2 In the event that the Authority terminates this Master Agreement in whole or in part as provided in sub-paragraph 47.1, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, goods and services similar

to those so terminated. The Contractor shall be liable to the Authority for any and all excess costs incurred by the Authority, as determined by the Authority, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

- 47.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 47.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the Authority in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 47.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 47.4 If, after the Authority has given notice of termination under the provisions of this Paragraph 47.0, it is determined by the Authority that the Contractor was not in default under the provisions of this Paragraph 47.0, or that the default was excusable under the provisions of Paragraph 47.0, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 46.0 (Termination for Convenience).
- 47.5 The rights and remedies of the Authority provided in this Paragraph 47.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

## **48.0 TERMINATION FOR IMPROPER CONSIDERATION**

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

- 48.2 The Contractor shall immediately report any attempt by a Authority officer or employee to solicit such improper consideration. The report shall be made either to the Authority manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 48.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **49.0 TERMINATION FOR INSOLVENCY**

- 49.1 The Authority may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
  - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.
- 49.2 The rights and remedies of the Authority provided in this Paragraph 49.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **50.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

#### **51.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Master Agreement, the Authority shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the Authority's future fiscal years unless and until the Authority's Board of Supervisors appropriates funds for this Master Agreement in the Authority's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last

fiscal year for which funds were appropriated. The Authority shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **52.0 VALIDITY**

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

## **53.0 WAIVER**

No waiver by the Authority of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the Authority to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 53.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

## **54.0 WARRANTY AGAINST CONTINGENT FEES**

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

## **55.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**56.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 55.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Master Agreement. Without limiting the rights and remedies available to Authority under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which Authority may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**57.0 TIME OFF FOR VOTING**

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

**58.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 58.1 Authority shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or newly created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the Authority all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 58.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. Authority shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 58.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the Authority's MAPD as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 58.4 Authority will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. Authority agrees not to reproduce, distribute or disclose to non- Authority entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 58.5 Notwithstanding any other provision of this Master Agreement, Authority will not be obligated to Contractor in any way under sub-paragraph 58.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 58.3 or for any disclosure which Authority is required to make under any state or federal law or order of court.
- 58.6 All the rights and obligations of this sub-paragraph 58.6 shall survive the expiration or termination of this Master Agreement.

## **59.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 59.1 Contractor shall indemnify, hold harmless and defend Authority from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. Authority shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 59.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that Authority's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that Authority's continued use of the system is not materially impeded, shall either:
  - Procure for Authority all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or
  - Modify the questioned equipment, part, or software so that it is free of claims.
- 59.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

\* \* \*

**AUTHORIZATION OF MASTER AGREEMENT  
BETWEEN  
THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AND  
**(CONTRACTOR)**  
FOR  
PUBLIC SAFETY BROADBAND NETWORK DEVICES**

IN WITNESS WHEREOF, the Board of Directors of the Los Angeles Regional Interoperable Communications System Authority has caused this Master Agreement to be executed by the Executive Director and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
AUTHORITY

By \_\_\_\_\_  
Executive Director

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
MARY WICKHAM  
County Counsel

By \_\_\_\_\_  
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**PSBN DEVICE CATEGORIES**

**CONTRACTOR NAME:** \_\_\_\_\_

**MASTER AGREEMENT NO.** \_\_\_\_\_

As of \_\_\_\_\_, 2015, Contractor is qualified in the following PSBN Device Category(ies) as identified by marked box(es):

- CATEGORY 1: In-Vehicle Routers
- CATEGORY 2: USB Modems
- CATEGORY 3: Smartphones
- CATEGORY 4: Tablets
- CATEGORY 5: Outdoor Units
- CATEGORY 6: Portable Hotspots
- CATEGORY 7: mPCIe LTE Modems
- CATEGORY 8: Universal Integrated Circuit Cards (UICC)

## PSBN DEVICE CATEGORIES

### CATEGORY 1 – IN-VEHICLE ROUTERS

Description	Device Form Factor	Use
Router with multiple modems, including at least Band Class 14, and additional options such as Ethernet, USB and Wi-Fi connectivity.	<ul style="list-style-type: none"> <li>Typical: 5.5 x 6.0 x 1.9 inches. Or other sizes to meet specific vehicle installation needs such as a motorcycle</li> <li>Mountable</li> <li>Heat baffles for cooling</li> <li>External connectors for antenna(s)</li> <li>External ports for Ethernet connectivity</li> <li>External USB ports</li> </ul>	<p>Installed in a vehicle it provides the data session connectivity for the vehicle's devices.</p> <ul style="list-style-type: none"> <li>Primary use is for internal first responder systems and applications to access the B14 LTE system or secondary LTE carrier to connect internal vehicle equipment via Ethernet, USB or Wi-Fi and enhance coverage through the use of an external antenna(s).</li> <li>Primary Vehicles to use this variant will be Police cars, Police SUVs, Police Motorcycles, Fire Trucks, other fire vehicles, Paramedic vehicles, patrol and fire boats, and possibly helicopters.</li> </ul>

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>LTE RF Elements</b>		
1.1	Device must support Band Class 14 (BC14_UE).	X
1.2	Device is a Power Class 3 UE.	X
1.3	BC14_UE is a 3GPP Category 3 or 4 device.	
1.4	BC14_UE has external antenna ports to allow for vehicle rooftop mounting of antenna for all functions – MIMO LTE, Wi-Fi and GPS.	X
1.5a	Device simultaneously supports B14 and one commercial wireless carrier operations.	X
1.5b	Device can simultaneously support two commercial carriers. Identify each carrier supported.	
1.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.	

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.7	Device is supplied with Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	X
<b>UE Characteristics</b>		
1.8	LTE modem(s) can be installed in the device in the field without voiding its warranty	
1.9	UICC(s) can be installed in the device in the field without voiding its warranty	X
1.10	There is a unique UICC for each mobile service provider (LTE band) supported in the device.	
1.11	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
1.12	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: <a href="http://apps.fcc.gov/ecfs/document/view?id=7021919873">http://apps.fcc.gov/ecfs/document/view?id=7021919873</a>	X
1.13	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X
1.14	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
1.15	Device operational ambient temperature of -22 to 170 degrees Fahrenheit or better is desired. Test certification must be on record with the LA-RICS Authority.	
1.16	Device must pass shock resistant to 90 cm drop on any of six sides. MIL SPEC 810. Test certification must be on record with the LA-RICS Authority.	X
1.17	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	X
1.18	Device has at least one Ethernet RJ-45 port (10/100/1000).	X
1.19	Device has two or more Ethernet RJ-45 ports (10/100/1000).	
1.20	Device has one or more USB 2.0 ports.	X
1.21	Device has one or more USB 3.0 ports.	
1.22	Device supports an OBD-II interface.	
1.23	Device supports HDOBD interface.	
1.24	Device must be certified IEC 60529 or equivalent for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	
1.25	Device must be certified IEC 60529 or equivalent for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority	

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.26	Installation kit, mounting hardware and instructions required to maintain UL and other applicable safety certification(s).	
1.27	Power accessories: All necessary parts including, but not limited to connectors and harnesses to power the vendor's router via a nominal 10 - 30 VDC power source (e.g. vehicle battery).	X
1.28	Antenna for LTE operations across all supported bands with 3G fallback, Mag mount with ground plane, 15 ft (or similar) antenna cabling with connectors.	
1.29	GPS SMA Mag-Mount antenna	
1.30	Wi-Fi SMA Mag-Mount antenna	
1.31	7-foot Ethernet cable available as an option or procured separately	
1.32	Connector accessory: A locking mechanism for connectors to solidly fasten USB to device.	
1.33	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X
1.34	Provide installation documentation and limited training for 3 <sup>rd</sup> party installation vendors	
Motorcycle Specific UE Requirements		
1.35	Device is certified vibration resistant for motorcycle transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	
1.36	Device has a small profile suitable for mounting on a motorcycle.	
1.37	Device accessories necessary for mounting on a motorcycle including power cabling, antenna, and miscellaneous hardware.	
Wi-Fi and Bluetooth		
1.38	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.	X
1.39	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.	
1.40	UE supports Wi-Fi offload and may or may not support session persistence.	
1.41	EIRP of device exceeds 17 dBm with supported MIMO configuration	
1.42	EIRP of device exceeds 24 dBm with supported MIMO configuration	
1.43	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
1.44	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.	
1.45	EIRP of device exceeds 17 dBm with supported MIMO configuration	
1.46	EIRP of device exceeds 24 dBm with supported MIMO configuration	

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.47	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.	
1.48	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
1.49	The device supports WPA2-Enterprise	
1.50	If the device has WPS capability, it must support disabling that feature.	X
1.51	The device supports at least one SSID.	
1.52	The device supports multiple SSIDs.	
1.53	The device is capable of non-broadcast or hidden SSIDs.	
1.54	The device supports Bluetooth 4.0 or higher.	
1.55	The device supports the IEEE 802.11s mesh networking amendment to the IEEE 802.11 specification.	
<b>GPS</b>		
1.56	The device supports autonomous (standalone) 3-channel, or higher GPS solution.	
1.57	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	
1.58	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).	
1.59	The device supports autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation.	
1.60	The GPS position is refreshed at a rate of 5 Hz or faster.	
1.61	The GPS position is refreshed rate of 1 Hz or faster.	
<b>Device Management</b>		
1.62	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.	
1.63	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).	
1.64	The device provisioning may be settable via vendor's proprietary Web-based management.	
<b>Applications</b>		
1.65	Device is compatible and tested with NetMotion's Locality software.	
1.66	An LTE performance application is supported by the device supplier	
1.67	Vendor supported Automatic Vehicular Location (AVL) device client. Management may be via OMA-DM 1.2v or Web based.	
<b>UE Security</b>		
1.68	The device utilizes a trusted boot.	
1.69	The device utilizes a hardware root of trust and trusted boot.	
1.70	The device utilizes a hardware root of trust and trusted boot, and attestation.	

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.71	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: <a href="http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf">http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf</a>	
1.72	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
1.73	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
<b>UI Interface</b>		
1.74	Device includes an integral speaker(s) that is louder than customary in consumer devices. Decibels to be defined.	
1.75	Device uses noise cancellation technology.	
1.76	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.	
1.77	Device touchscreen operates successfully with gloves on.	
<b>Certification</b> <small>(Note 1,2)</small>		
1.78	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
1.79	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X
1.80	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
1.81	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X
1.82	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: <a href="http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans">http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans</a>	X
1.83	Device must be interoperable with the Motorola/Mformation device management system. Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008 Normative reference: <a href="http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf">http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf</a>	X

Reference No.	In-Vehicle Router Requirements	Device Mandatory Minimum Qualifications (X = Yes)
1.84	<p>Device must be <i>conformance</i> tested on the LA-RICS network by the vendor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the vendor, then reviewed and approved by LA-RICS.</p> <p>Normative Reference: <a href="http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0">http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0</a></p>	X
1.85	<p>Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.</p>	X

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.
- 2.) If a certified mPCI modem is utilized within the device, then the modem certification will carry over to the next higher assembly.

## PSBN DEVICE CATEGORIES

### CATEGORY 2 – USB MODEMS

Description	Device Form Factor	Use
USB modem that provides LTE radio connectivity for devices that support USB modems.	USB, 3.7 X 1.3 X 0.5 inches or other sizes as defined by the manufacturer	USB connection into laptops (MDTs), tablets, and in-vehicle routers to provide LTE connectivity.

Reference No.	USB Modems Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>LTE RF Elements</b>		
2.1	Device supports Band Class 14 (BC14_UE).	X
2.2	Device is a Power Class 3 UE.	X
2.3	BC14_UE is a 3GPP Category 3 or 4 device.	X
2.4	BC14_UE has external antenna ports.	
2.5	External antenna kit (if applicable).	
<b>UE Characteristics</b>		
2.6	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
2.7	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: <a href="http://apps.fcc.gov/ecfs/document/view?id=7021919873">http://apps.fcc.gov/ecfs/document/view?id=7021919873</a>	X
2.8	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
2.9	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
2.10	The device meets USB 3.0 specifications.	
2.11	List any accessories that are supported for this device such as anchor bracket, an extension USB cord, etc.	
2.12	The device supplier shall provide connection manager software (driver) that operates with the USB modem. These driver(s) shall be indicate which operating system(s) are supported and have been verified (e.g.; Windows 7)	X
2.13	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X

**EXHIBIT A**  
 Category 2 – USB Modems

Reference No.	<b>USB Modems Requirements</b>	Device Mandatory Minimum Qualifications (X = Yes)
<b>eUICC Management</b>		
2.14	If the USB only uses an eUICC or embedded SIM then the UICC specifications apply for this device.	X
<b>Certification</b>		
2.15	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
2.16	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
2.17	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	
2.18	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: <a href="http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans">http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans</a>	X
2.19	Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS. Normative Reference: <a href="http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0">http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0</a>	X
2.20	Device must be <i>acceptance</i> tested by LA-RICS. Detailed test plan will be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

## PSBN DEVICE CATEGORIES

### CATEGORY 3 – SMARTPHONES

Description	Device Form Factor	Use
LTE Smart Phone that operates on Band Class 14 as well as at least one other carriers networks.	<ul style="list-style-type: none"> <li>• Typical: 5.55 x 2.97 x 0.53 inches</li> <li>• Minimum 4.7 inch touch screen.</li> <li>• Ports for Audio headphones</li> <li>• Micro USB</li> <li>• Controls for volume, power, etc.</li> <li>• Hardened Case and screen</li> <li>• Speakerphone capability</li> </ul>	Handheld smart phone for data and non-mission critical voice services. <ul style="list-style-type: none"> <li>• Hardened for rugged use</li> </ul>

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>LTE RF Elements</b>		
3.0	Device must support Band Class 14 (BC14_UE).	X
3.1	Device is a Power Class 3 UE.	X
3.2	BC14_UE is a 3GPP Category 3 or 4 device.	
3.3	BC14_UE has external antenna ports to allow for vehicle rooftop mounting of antenna for all functions – MIMO LTE, Wi-Fi and GPS	
3.4	Device supports B14 and one commercial wireless carrier operations as an alternate when B14 is not available	X
3.5a	Device can support B14 and two or more commercial wireless carrier operations as alternates when B14 is not available (desired). Identify each carrier supported.	
3.5b	Device can simultaneously support two commercial wireless carriers. Identify each carrier supported.	
3.6	Device accessories: Device is supplied with docking station, Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	
<b>UE Characteristics</b>		
3.7	UICC(s) can be installed in the device in the field without voiding its warranty	X
3.8	There is a unique UICC for each mobile service provider (LTE band) supported in the device.	
3.9	The device should be able to support virtual SIMs (multiple profiles) on a single UICC slot.	
3.10	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)
3.11	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: <a href="http://apps.fcc.gov/ecfs/document/view?id=7021919873">http://apps.fcc.gov/ecfs/document/view?id=7021919873</a>	X
3.12	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X
3.13	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
3.14	Device must pass MIL SPEC 810 G test for shock resistant to 90 cm drop on any of six sides. Test certification must be on record with the LA-RICS Authority.	X
3.15	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	
3.16	Device has one or more Micro-USB, USB 2.0, or USB 3.0 connector.	X
3.17	Device must be certified IEC 60529 for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	
3.18	Device must be certified IEC 60529 for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority.	
3.19	Power accessories: All necessary parts for powering device including AC/DC power adapter brick and cord for 100-240 VAC, 50-60Hz power source. Specify your minimum and maximum battery life during idle and working conditions and recharging time.	X
3.20	Power accessories: additional replaceable battery and battery charger.	
3.21	Identify and recommend accessories that work with and support of the unit such as <ul style="list-style-type: none"> <li>1.) Micro USB cable</li> <li>2.) Wired head phones</li> <li>3.) Bluetooth head phones</li> <li>4.) Vehicle charger</li> <li>5.) Vehicle cradle</li> <li>6.) External cases</li> <li>7.) Screen covers</li> <li>8.) Holster smartphone holder</li> <li>9.) External port extender cradle to enable connection to external antenna</li> <li>10.)External antenna</li> <li>11.)Installation kit</li> </ul>	
3.22	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)
3.23	Identify the processor and memory configuration (and options) used in the device. LA-RICS would prefer to internal memory storage at least 32GB that is expandable up to 128GB.	
3.24	Identify the current OS (operating system) used with the smartphone device. LA-RICS recommends that the smartphone device support the current OS and be software upgradable to the next OS.	
<b>Wi-Fi and Bluetooth</b>		
3.25	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.	
3.26	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.	
3.27	Device supports Wi-Fi offload and may or may not support session persistence.	
3.28	EIRP of device exceeds 17 dBm with supported MIMO configuration	
3.29	EIRP of device exceeds 24 dBm with supported MIMO configuration	
3.30	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
3.31	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.	
3.32	EIRP of device exceeds 17 dBm with supported MIMO configuration	
3.33	EIRP of device exceeds 24 dBm with supported MIMO configuration	
3.34	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.	
3.35	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
3.36	The device supports WPA2-Enterprise	
3.37	If the device has WPS capability, it must support disabling that feature.	X
3.38	The device supports at least one SSID	
3.39	The device supports multiple SSIDs	
3.40	The device is capable of non-broadcast or hidden SSIDs.	
3.41	The device supports Bluetooth 4.0 or higher.	
<b>GPS</b>		
3.42	The device supports autonomous (standalone) 3-channel, or higher GPS solution.	
3.43	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	X
3.44	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).	
3.45	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation	
3.46	The GPS position is refreshed at a rate of 5 Hz or faster. High sampling rate required for high-speed vehicles.	
3.47	The GPS position is refreshed rate of 1 Hz or faster.	

Reference No.	<b>Smartphone Requirements</b>	Device Mandatory Minimum Qualifications (X = Yes)
<b>Device Management</b>		
3.48	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.	
3.49	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).	
3.50	The device provisioning may be settable via Contractor's proprietary Web-based management.	
<b>Applications</b>		
3.51	Device is compatible and tested with NetMotion's Locality software.	
3.52	An LTE performance application is supported by the device supplier	
3.53	Contractor supported push-to-talk (PTT) device client is managed by OMA-DM 1.2v compliant server.	
	Contractor supported Automatic Vehicular Location (AVL) device client.	
3.54	Management may be via OMA-DM 1.2v, or Web based.	
3.55	Contractor supported weather client.	
3.56	Contractor supported Internet Browser.	
3.57	Circuit switched voice or VoLTE.	X
3.58	Contractor supported VoIP application (SIP based).	
3.59	Contractor supported Messaging (SMS and MMS).	X
3.60	Contractor supported CMAS client.	X
3.61	Contractor supported email client	X
<b>UE Security</b>		
3.62	The device utilizes a trusted boot.	
3.63	The device utilizes a hardware root of trust and trusted boot.	
3.64	The device utilizes a hardware root of trust and trusted boot, and attestation	
3.65	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: <a href="http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf">http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf</a>	
3.66	The device is FIPS 140-2 security class level 1certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
3.67	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
<b>UI Interface</b>		
3.68	Device includes an integral speaker(s) that is louder than customary in consumer devices. Describe the Decibels of your handset	X
3.69	Device uses noise cancellation technology.	X
3.70	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.	X
3.71	Device touchscreen operates successfully with gloves on.	

Reference No.	Smartphone Requirements	Device Mandatory Minimum Qualifications (X = Yes)
Certification		
3.72	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
3.73	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X
3.74	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
3.75	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X
3.76	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: <a href="http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans">http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans</a>	X
3.77	Device must be interoperable with the device management system. Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008 Normative reference: <a href="http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf">http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf</a>	X
3.78	Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS. Normative Reference: <a href="http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0">http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0</a>	X
3.79	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

## **PSBN DEVICE CATEGORIES**

### **CATEGORY 4 – TABLETS**

Description	Device Form Factor	Use
Rugged tablet computer.	<p>Typical: 9.0 x 6.5 x 1.3 inches or other suitable dimension as specified by the manufacturer</p> <ul style="list-style-type: none"> <li>• USB ports</li> <li>• Power ports</li> <li>• Battery</li> <li>• Hardened Case</li> <li>• Touch screen</li> <li>• Ability to add external keyboard</li> </ul>	May be fixed in a vehicle, or carried by a First Responder. Multiple screen sizes to meet implementation applications.

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>LTE RF Elements</b>		
4.1	Device must support Band Class 14 (BC14_UE).	X
4.2	Device is a Power Class 3 UE.	X
4.3	BC14_UE is a 3GPP Category 3 or 4 device.	
4.4	BC14_UE has external antennae ports to allow for vehicle rooftop mounting of antennae for all functions – MIMO LTE, Wi-Fi and GPS.	
4.5	Device simultaneously supports B14 and one commercial wireless carrier operations. Identify each carrier supported.	X
4.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.	
4.7	Device accessories: Device is supplied with docking station, Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	
4.8	Provide installation documentation and limited training for 3 <sup>rd</sup> party installation vendors	
4.9	LTE modem(s) can be installed in the device in the field without voiding its warranty.	
<b>UE Characteristics</b>		
4.10	UICC(s) can be installed in the device in the field without voiding its warranty.	
4.11	There is a unique UICC for each mobile service provider (LTE band) supported in the device.	
4.12	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)
4.13	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: <a href="http://apps.fcc.gov/ecfs/document/view?id=7021919873">http://apps.fcc.gov/ecfs/document/view?id=7021919873</a>	X
4.14	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
4.15	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
4.16	Device must pass shock resistant to 90 cm drop on any of six sides. MIL SPEC 810. Test certification must be on record with the LA-RICS Authority.	X
4.17	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	
4.18	Device has two or more Ethernet RJ-45 ports (10/100/1000).	
4.19	Device has one Ethernet RJ-45 ports (10/100/1000).	
4.20	Device has one or more USB 2.0 and/or USB 3.0 ports.	
4.21	Device must be certified IEC 60529 for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	
4.22	Device must be certified IEC 60529 for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority. Specify your minimum and maximum battery life during idle and working conditions including charging time.	
4.23	Power accessories: All necessary parts for powering device including AC/DC power adapter brick and cord for 100-240 VAC, 50-60Hz power source.	X
4.24	Connector accessory: A locking mechanism for connectors – USB and RJ-45.	
4.25	Identify and recommend accessories that work with and support of the unit such as 1.) AC/DC power charger 2.) Replacement Batteries 3.) External cases 4.) Screen protection 5.) External keyboard 6.) External monitor 7.) USB cords 8.) Passive cradle 9.) Port adapter cradle 10.) External antenna adapter 11.) Wired head phones 12.) Bluetooth headphones	
4.25	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)
4.26	Identify the Memory configuration and the processor used in the device. LA-RICS would prefer to have 128 GB memory with 4GB RAM available on the tablet device	
<b>Wi-Fi and Bluetooth</b>		
4.27	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n in the 2.4GHz band.	X
4.28	Device supports Wi-Fi station (STA) protocol IEEE 802.11b/g/n with operations in both 2.4 and 5.8 GHz bands.	X
4.29	Device supports Wi-Fi offload and may or may not support session persistence.	
4.30	EIRP of device exceeds 17 dBm with supported MIMO configuration	X
4.31	EIRP of device exceeds 24 dBm with supported MIMO configuration.	
4.32	The device supports Wi-Fi Access Point (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
4.33	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.	
4.34	EIRP of device exceeds 17 dBm with supported MIMO configuration.	
4.35	EIRP of device exceeds 24 dBm with supported MIMO configuration.	
4.36	The device supports Wi-Fi Access Point (AP) protocol IEEE 802.11a in the 4.9 GHz band.	
4.37	The device may support Wi-Fi Station (STA) protocol IEEE 802.11a in the 4.9 GHz band.	
4.38	The device supports WPA2-Enterprise.	
4.39	If the device has WPS capability, it must support disabling that feature.	X
4.40	The device supports at least one SSID.	
4.41	The device supports multiple SSIDs.	
4.42	The device is capable of non-broadcast or hidden SSIDs.	
4.43	The device supports Bluetooth 4.0 or higher.	
<b>GPS</b>		
4.44	The device supports autonomous (standalone) 3-channel, or higher GPS solution.	
4.45	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	X
4.46	The device supports autonomous 12-channel, or higher GPS and GPS augmentation (WAAS).	
4.47	The device support autonomous GPS (USA GPS) and at least one other satellite system (e.g., Galileo, European GPS) and GPS augmentation	
4.48	The GPS position is refreshed at a rate of 5 Hz or faster.	
4.49	The GPS position is refreshed rate of 1 Hz or faster.	
<b>Device Management</b>		
4.50	The device policies are settable via OMA-DM 1.2v (or higher) compliant managers.	
4.51	Device supports LA-RICS certified extensions to the OMA DM Management Information Bases (MIBs).	

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)
4.52	The device provisioning may be settable via Contractor's proprietary Web-based management.	
<b>Applications</b>		
4.53	Device is compatible and tested with NetMotion's Locality software.	
4.54	An LTE performance application is supported by the device supplier.	
4.55	Contractor supported push-to-talk (PTT) device client is managed by OMA-DM 1.2v compliant server.	
	Contractor supported Automatic Vehicular Location (AVL) device client.	
4.56	Management may be via OMA-DM 1.2v, or Web based.	
4.57	Contractor supported weather client	
4.58	Contractor supported Internet Browser	
4.59	Contractor supported VoIP application (SIP based)	
4.60	Contractor supported Messaging (SMS and MMS)	
4.61	Contractor supported CMAS client.	
4.62	Contractor supported email client.	
4.63	Contractor to identify the common business enterprise software that is supported on the device (i.e. Microsoft Office Suite, Adobe, etc.).	
<b>UE Security</b>		
4.64	The device utilizes a trusted boot.	
4.65	The device utilizes a hardware root of trust and trusted boot.	
4.66	The device utilizes a hardware root of trust and trusted boot, and attestation.	
4.67	The UE supports Advanced Authentication (AA) as defined by CJIS security policies. Ref: <a href="http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf">http://www.fbi.gov/about-us/cjis/RequirementsDocument.pdf</a>	
4.68	The device is FIPS 140-2 security class level 1 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
4.69	The device must meet FIPS 140-2 security class level 2 certified by an accredited Cryptographic Module Testing laboratory. Test certification must be on record with the LA-RICS Authority.	
<b>UI Interface</b>		
4.70	Device includes an integral speaker(s) that is louder than customary in consumer devices. Decibels to be defined.	
4.71	Device uses noise cancellation technology.	
4.72	User interface (UI) display is designed for outdoor use with brighter screen than found on consumer devices.	
4.73	Device touchscreen operates successfully with gloves on.	
4.74	Contractor to identify other user interfaces that are offered and supported on the tablet. LA-RICS would prefer that the tablet device support a digitized pen with "click" button features and the ability to write on the device instantly on most software programs and documents.	
<b>Certification</b> <small>Note 1</small>		
4.75	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X

Reference No.	Tablet Requirements	Device Mandatory Minimum Qualifications (X = Yes)
4.76	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X
4.77	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
4.78	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X
4.79	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: <a href="http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans">http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans</a>	X
4.80	Device must be interoperable with the Mformation device management system. Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008 Normative reference: <a href="http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf">http://technical.openmobilealliance.org/Technical/Release_Program/docs/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf</a>	X
4.81	Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS. Normative Reference: <a href="http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0">http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0</a>	X
4.82	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.

## PSBN DEVICE CATEGORIES

### CATEGORY 5 – OUTDOOR UNITS (ODU)

Description	Device Form Factor	Use
Fixed outdoor LTE CPE (ODU). Ethernet cable is used to connect users to the ODU.	Outdoor device typically small profile • e.g. 4.7 x 8.5 x 2.6 inches.	Fixed to an exterior wall of a building providing LTE connectivity for one or more computers inside the building. Optimal placement and high-gain antennae provides superior performance.

Reference No.	Outdoor Units Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>LTE RF Elements</b>		
5.1	Device supports Band Class 14 (BC14_UE).	X
5.2	Device is a Power Class 3 UE.	X
5.3	BC14_UE is a 3GPP Category 3 or 4 device.	
5.4	High-gain Antenna kit is supplied (unless antennae are internal).	
5.5	Provide installation documentation and training for 3 <sup>rd</sup> party installation vendors.	
<b>UE Characteristics</b>		
5.6	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
5.7	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: <a href="http://apps.fcc.gov/ecfs/document/view?id=7021919873">http://apps.fcc.gov/ecfs/document/view?id=7021919873</a>	X
5.8	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
5.9	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
5.10	Device has Ethernet RJ-45 ports (10/100/1000).	X
5.11	Power to the ODU is provided using over Power over Ethernet (PoE). All necessary accessories are provided to support this functionality.	X
5.12	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X

**EXHIBIT A**

Category 5 – Outdoor Units (ODU)

Reference No.	Outdoor Units Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>Outdoor Units Requirements</b>		
5.13	If the ODU only uses an eUICC or embedded SIM then the UICC specifications apply for this device.	X
<b>eUICC Management</b>		
5.14	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
5.15	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
5.16	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority. Identify each carrier supported.	
5.17	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: <a href="http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans">http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans</a>	X
5.18	Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS. Normative Reference: <a href="http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0">http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0</a>	X
5.19	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable
- 2.) If a certified mPCI modem is utilized within the device, then the modem certification will carry over to the next higher assembly.

## PSBN DEVICE CATEGORIES

### CATEGORY 6 – PORTABLE HOTSPOTS

Description	Device Form Factor	Use
Portable Hotspot with single or multiple LTE modems with Wi-Fi and micro-USB connectivity.	<ul style="list-style-type: none"> <li>Typical: 4.05 x 2.88 x 0.34 inches. 4.26 ounces or other suitable dimensions based on manufacture design.</li> <li>Multiple USB port access</li> <li>AC/DC Power adapter</li> <li>Battery</li> <li>UICC slot</li> </ul>	Allows the sharing of a device's LTE data connection with other devices on the same network.

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>LTE RF Elements</b>		
6.1	Device must support Band Class 14 (BC14_UE).	X
6.2	Device is a Power Class 3 UE.	X
6.3	BC14_UE is a 3GPP Category 3 or 4 device.	
6.4	BC14_UE has external antennae ports to allow for vehicle rooftop mounting of antennae for all functions – MIMO LTE, Wi-Fi and GPS.	
6.5	Device simultaneously supports B14 and one commercial wireless carrier operations. Identify each carrier supported.	
6.6	Device can simultaneously support B14 and two or more commercial wireless carrier operations (desired). Identify each carrier supported.	
6.7	Device is supplied with Antenna Kit, cables, and other associated parts to complete installation of the device in a vehicle: motorcycle, car, SUV or truck as specified by agency.	
6.8	Provide installation documentation and training for 3 <sup>rd</sup> party installation vendors.	
<b>UE Characteristics</b>		
6.9	UICC(s) can be installed in the device in the field without voiding its warranty.	
6.10	There is a unique UICC for each mobile service provider (LTE band) supported in the device.	
6.11	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
6.12	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: <a href="http://apps.fcc.gov/ecfs/document/view?id=7021919873">http://apps.fcc.gov/ecfs/document/view?id=7021919873</a>	X

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)
6.13	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
6.14	Device meets operational ambient conditions of temperature of -22 to 140 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
6.15	Device operational ambient temperature of -22 to 170 degrees Fahrenheit or better is desired. Test certification must be on record with the LA-RICS Authority.	
6.16	Device must pass shock resistant to 90 cm drop on any of six sides. MIL SPEC 810. Test certification must be on record with the LA-RICS Authority.	X
6.17	Device must be certified vibration resistant for light truck transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	X
6.18	Device has at least one Ethernet RJ-45 port (10/100/1000).	
6.19	Device has one or more microUSB 2.0 ports.	X
6.20	Device has one or more microUSB 3.0 ports.	
6.21	Device must be certified IEC 60529 or equivalent for intrusion protection (IP) of IP54 or better without the use of a third party enclosure. IEC test certification must be on record with the LA-RICS Authority.	
6.22	Device must be certified IEC 60529 or equivalent for IP66 or better without the use of a third-party enclosure. IEC test certification must be on record with the LA-RICS Authority	
6.23	Battery designed to operate unit longer than 10 hours on a single charge.	
6.24	Power accessories: All cords and components necessary to power portable hotspot via standard 110-120v AC receptacle.	X
6.25	Removable battery designed to operate greater than 10 hours on a single charge; plus spare battery and external battery charger.	
6.26	Power accessories: All necessary parts including, but not limited to connectors and harnesses to power the portable hotspot via a nominal 10 - 30 VDC power source (e.g. vehicle battery) are supplied with the unit. As well as replacement batteries	
6.27	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X
<b>Motorcycle Specific UE Requirements</b>		
6.28	Device is certified vibration resistant for motorcycle transportation model using MIL STD-810G, or equivalent. Test certification must be on record with the LA-RICS Authority.	
6.29	Device has a small profile suitable for mounting on a motorcycle.	
6.30	Device accessories necessary for mounting on a motorcycle including power cabling, antennae, and miscellaneous hardware.	

Reference No.	Portable Hotspot Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>Wi-Fi and Bluetooth</b>		
6.31	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n in 2.4 GHz band	X
6.32	Device supports Wi-Fi station (AP) protocol IEEE 802.11b/g/n with operations in dual bands, 2.4 and 5.8 GHz.	
6.33	EIRP of device exceeds 17 dBm with supported MIMO configuration	
6.34	EIRP of device exceeds 24 dBm with supported MIMO configuration	
6.34	The device supports WPA2-Enterprise	
6.35	If the device has WPS capability, it must support disabling that feature.	X
6.36	The device supports at least one SSID	X
6.37	The device supports multiple SSIDs	
6.38	The device is capable of non-broadcast or hidden SSIDs.	
6.39	The device supports Bluetooth 4.0 or higher.	
<b>GPS</b>		
6.40	The device supports autonomous (standalone) 3-channel, or higher GPS solution.	
6.41	The device supports autonomous (standalone) 3-channel, or higher GPS solution and at least one other satellite system (e.g. GLONASS).	
<b>UE Security</b>		
6.42	Device is able to support VPN data flows	X
<b>UI Interface</b>		
6.43	User interface (UI) display is designed for outdoor use with brighter screen or display than found on typical consumer devices.	
6.44	Device touchscreen operates successfully with gloves on.	
<b>Certification</b>		
6.45	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
6.46	Device must be FCC Part 15 certified. Test certification must be on record with the LA-RICS Authority.	X
6.47	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
6.48	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	
6.49	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: <a href="http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans">http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans</a>	X

Reference No.	<b>Portable Hotspot Requirements</b>	Device Mandatory Minimum Qualifications (X = Yes)
6.50	<p>Device must be interoperable with the Motorola device management system.</p> <p>Test cases will be consistent with Interoperability test cases in the OMA document: "Enabler Test Specification for Device Management", Jan 2008</p> <p>Normative reference:  <a href="http://technical.openmobilealliance.org/Technical/Release_Program/documents/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf">http://technical.openmobilealliance.org/Technical/Release_Program/documents/ETS/OMA-ETS-DM-V1_2-20110128-C.pdf</a></p>	X
6.51	<p>Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS.</p> <p>Normative Reference: <a href="http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0">http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0</a></p>	X
6.52	<p>Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.</p>	X

## PSBN DEVICE CATEGORIES

### CATEGORY 7 – mPCIe LTE MODEMS

Description	Device Form Factor	Use	Special Note
LTE modem that provides the LTE radio connectivity for devices.	mPCIe (Full mini F1) 2.0 x 1.18 x 0.2 inches	Embedded in laptops (MDTs), tablets, and routers (esp. mounted in vehicles) to provide LTE connectivity.	The modem requires a UICC.

Reference No.	mPCIe LTE Modem Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>LTE RF Elements</b>		
7.1	Device supports Band Class 14 (BC14_UE).	X
7.2	Device is a Power Class 3 UE.	X
7.3	BC14_UE is a 3GPP Category 3 or 4 device.	X
7.4	BC14_UE has external antenna ports	X
7.5	Device simultaneously supports B14 and one commercial wireless carrier operations. Identify each carrier supported.	X
7.6a	Device simultaneously supports B14 and two or more commercial wireless carrier operations. Identify each carrier supported.	
7.6b	Device can simultaneously support two commercial wireless carriers. Identify each carrier supported.	
<b>UE Characteristics</b>		
7.7	Device supports interworking with the USIM/USAT applications in the UICC per 3GPP 31.101, 31.102 and 31.111.	X
7.8	Device is fully compliant with all FCC Technical Advisory Board minimum requirements. Ref: <a href="http://apps.fcc.gov/ecfs/document/view?id=7021919873">http://apps.fcc.gov/ecfs/document/view?id=7021919873</a>	X
7.9	Device meets operational conditions of ambient temperature of 0 to 130 degrees Fahrenheit. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	X
7.10	Device meets operational ambient conditions of temperature of -22 to 170 degrees Fahrenheit or better. MIL SPEC 810G. Test certification must be on record with the LA-RICS Authority.	
7.11	Warranty and any offerings for extended warranties for the device must be on record with the LA-RICS Authority.	X

Reference No.	mPCIe LTE Modem Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>eUICC Management</b>		
7.12	If the mPCIe only uses an eUICC or embedded SIM then the UICC specifications apply for this device.	X
<b>Certification</b> <small>Note 1</small>		
7.13	Device must be FCC Part 90 certified. Test certification must be on record with the LA-RICS Authority.	X
7.14	Device must be FCC Part 15 certified assuming Wi-Fi or Bluetooth functionality. Test certification must be on record with the LA-RICS Authority.	
7.15	Device is PTCRB certified for Band 14 operations. Test certification must be on record with the LA-RICS Authority.	X
7.16	Device is certified for operation on the alternate carriers to be used in the operation of the device. Test certification must be on record with the LA-RICS Authority.	X
7.17	Device must be IOT certified with Ericsson RAN. The IOT test plan will be consistent with published CTIA Certification Test Plans. The expectation is that the tests should be executed by a CTIA Authorized Test Lab. Specific test suites to be provided by LARICS. Normative Reference: <a href="http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans">http://www.ctia.org/policy-initiatives/wireless-device-certification/certification-test-plans</a>	X
7.18	Device must be <i>conformance</i> tested on the LA-RICS network by the Contractor under the observation and approval of LA-RICS personnel or its agents. The base conformance test plan will follow CTIA's, "Certification Program Test Plan", see link below. The detailed step-by-step IOT plan will be developed by the Contractor, then reviewed and approved by LA-RICS. Normative Reference: <a href="http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0">http://www.ctia.org/docs/default-source/default-document-library/ctia-test-plan-for-lte-interoperability.pdf?sfvrsn=0</a>	X
7.19	Device must be <i>acceptance</i> tested by LA-RICS. Test plan may be based upon all processes from device ordering through drive tests on the LA-RICS network. The purpose of the tests is to operationalize the device and ensure a good quality user experience.	X

Note:

- 1.) As part of LA-RICS acceptance testing (post-PTCRB certification) should test with included antenna(s) supplied with device as applicable.

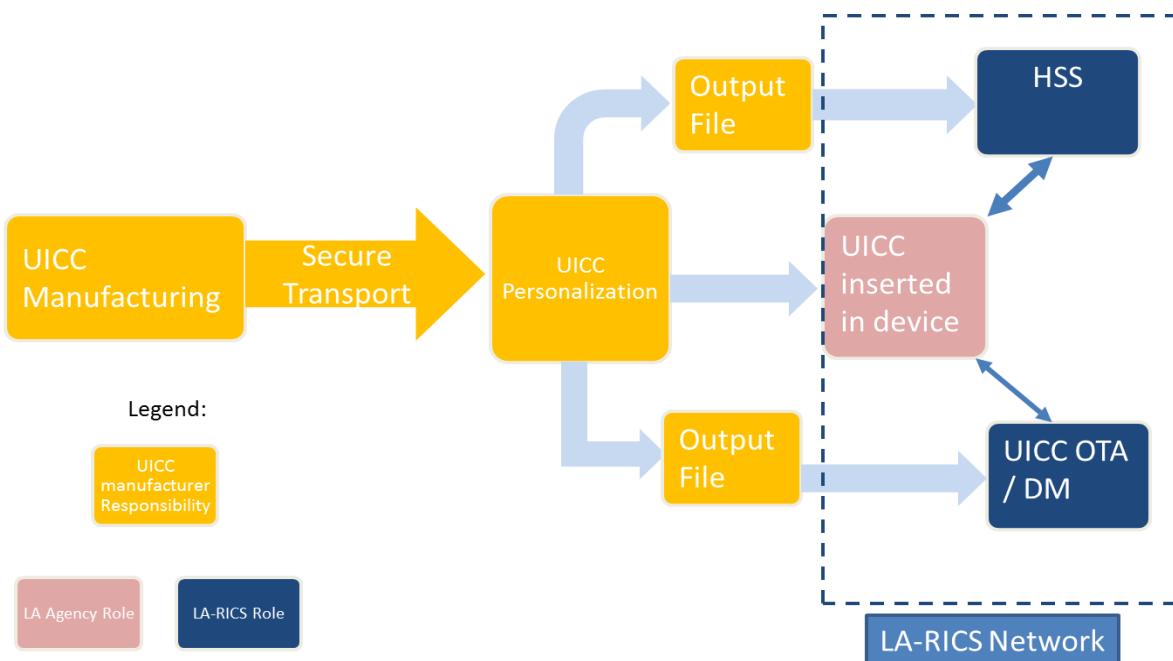
## PSBN DEVICE CATEGORIES

### CATEGORY 8 – UNIVERSAL INTEGRATED CIRCUIT CARDS (UICC)

Reference No.	UICC Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>Manufacturing and Ordering</b>		
8.1	The Contractor shall provide Pre-order support for LA-RICS in defining file templates for UICC personalization along with agreed upon inventory card labeling with ICCID and SKU.	X
8.2	The Contractor shall provide a working UICC sample for LA-RICS acceptance.	X
8.3	The Contractor will provide order management system or method from LA-RICS for quantities of standalone UICCs.	X
8.4	Contractor shall support standard low volume orders, such as a minimum quantity of one hundred (100) UICCs per order.	
8.5	The Contractor shall provide a process for tracking and reporting LA-RICS orders, including orders based on individual UICC serial numbers.	X
8.6	The Contractor shall provide a detailed step by step ordering and delivery process.	
<b>Special Requirements</b>		
8.7	The Contractor shall provide UICC components which are compliant with specification: 3GPP TS 31.101 UICC-Terminal interface; Physical and logical characteristics.	X
8.8	The Contractor shall provide UICC components which are compliant with specification: 3GPP TS 31.102 Technical Specifications Group Terminal; Characteristics of the USIM application.	X
8.9	The Contractor shall provide UICC components which are compliant with specification: 3GPP TS 31.103 Characteristics of the IP Multimedia Services Identity Module (ISIM) Application.	X
8.10	The Contractor shall provide UICC components which are compliant with specification: 3GPP TS 31.111: USIM Application Toolkit (USAT).	X
8.11	The Contractor shall provide UICC components which are compliant with specification: 3GPP TS 31.116: Remote APDU Structure for USIM Toolkit Applications.	X
8.12	The Contractor shall provide UICC components which are compliant with specification: ETSI TS 102 221 Smart Cards UICC-Terminal Interface; Physical and Logical Characteristics.	X
8.13	The Contractor shall provide UICC components which are compliant with specification: ETSI TS 102 223 Smart cards; Card Application Toolkit (CAT).	X
<b>Security</b>		
8.14	The Contractor shall possess and maintain GSMA SAS (Security Accreditation Scheme) accreditation.	X
8.15	The Contractor shall generate, store, and transport secret information in a secure environment and use secured interfaces and file formats.	X

Reference No.	UICC Requirements	Device Mandatory Minimum Qualifications (X = Yes)
8.16	Proprietary and/or sensitive information, such as security and authentication keys, shall be generated and maintained in a facility which is operated within the United States.	X
<b>Profile</b>		
8.17	The Contractor shall create a UICC profile for the LA-RICS PSBN. The profile shall include application functions and file structures supported on the UICC. A preliminary profile is provided in Table 1 "Preliminary UICC attribute list".	X
8.18	The UICC profile shall include the USIM application.	X
8.19	The UICC profile shall include the ISIM application to support future IMS network access support.	X
8.20	The UICC profile shall support Remote File and Application Management.	X
<b>Form Factor</b>		
8.21	The Contractor shall provide UICC components compliant with the 2FF (Mini) plug-in form factor.	X
8.22	The Contractor shall provide UICC components compliant with the 3FF (Micro) plug-in form factor.	X
8.23	The Contractor shall provide UICC components which operate across the following temperature ranges: 2FF: -40 °C to +105 °C 3FF: -25 °C to +85 °C	X
8.24	The UICC shall support IMEI locking. IMEI locking is the ability to lock the SIM card to a specific UE.	
8.25	Each UICC shall have a unique identifier, such as a serial number. The identifier shall be printed on the card and have a corresponding bar code.	X
8.26	The Contractor shall provide UICC components which are compatible with a variety of commercial mobile operating systems, such as Windows Mobile, Linux, and Android, etc.	X
8.27	The Contractor shall specify a minimum and recommended memory in the UICC card. At a minimum two different configurations shall be provided to cater to data devices and Smartphone classes of devices.	X
8.28	Supply voltage range shall support all 3 classes of voltage range from 1.8v to 5v.	X
<b>Applications</b>		
8.29	UICC Contractor shall provide specifications for the programming cycles, programming time and data retention time for variety of UICC SIM products offered.	X
8.30	The Contractor shall provide a list of supported applications and aplets for their UICCs.	X
<b>Provisioning</b>		
8.31	The Contractor shall generate Subscriber provisioning files for LA-RICS.	X
8.32	The Contractor shall support a Subscriber provisioning file format which is compatible with the LA-RICS subscriber provisioning system.	X
8.33	The Contractor's Subscriber provisioning files shall be transmitted to LARICS using secured interfaces and encrypted formats.	X
8.34	The Contractor shall provide a secure process for entry of UICC output file with keys, etc. (i.e. K <sub>i</sub> ) into LA-RICS HSS. See Figure 1.	X

Reference No.	UICC Requirements	Device Mandatory Minimum Qualifications (X = Yes)
<b>Certification</b>		
8.35	The Contractor shall provide certification of compatibility and operability with LA-RICS User Devices and the LA-RICS network.	
8.36	The Contractor will provide GSMS SAS-certified manufacturing and personalization of ordered UICCs, based upon LA-RICS personalization template and customer order entry information.	X
<b>End State</b>		
8.37	The end state is a provisioned LTE network and functional UE. Refer to Figure 1 for the conceptual process and Table 2 for SOW timeline.	

**FIGURE 1:**

**TABLE 1:**

Field	Value	Notes
MCC	313	
MNC	100	
MSIN	{454850000 – 454899999}	Sub-range to be provided at time of order
Operator name	"LA-RICS"	Arbitrary string no longer than 10 characters.
Operator key (OP_key)	TBD	Loaded into HSS and UICC. Exact value under
K <sub>i</sub> Key	<i>Private, created during UICC process</i>	Shared private key created during UICC manufacturing process. Resides in both HSS and UICC. Secure process required by vendor
Special Access Control Class	<ul style="list-style-type: none"> <li>All First Responder UICCs will be programmed with AC = 14 and 13 and 12 and [0-9].</li> </ul>	Emergency services Access Class.
	<ul style="list-style-type: none"> <li>[0-9] is randomly assigned, as is customary today with consumer UICCs.</li> </ul>	
	<ul style="list-style-type: none"> <li>Local PS policy will determine if the AC is different for secondary responders.</li> </ul>	
PIN / PUK	4-digits / 8-digits	Personal Identification Number (PIN) and PIN Unlocking Key (PUK) Value
Device Manager APN	mgmt.losangco.ca.apn.epc. mnc100.mcc313.3gppnetwork.org	
Local APN	publicsafety.losang.ca.apn.epc. mnc100.mcc313.3gppnetwork.org	
Diameter Realm	losangco.ca.epc.	
Form Factors	{2FF, 3FF}	Derived from device specified.

**TABLE 2 – SOW:**

No.	Deliverable	Date
1	Vendor UICC Specification Document	2 weeks from start date
2	• Pre-order support with LA-RICS:	4 weeks from start date
	• UICC personalization template	
	• Inventory plan: UICC marking plan with ICCID and SKU	
	• Working UICC sample for LA-RICS acceptance tests	
3	UICC working samples	6 weeks from start date
4	Order management and delivery process with LA-RICS for quantities of standalone UICCs.	6 weeks from start date
5	Secure process for entry of UICC output file with keys, etc. (i.e. K <sub>i</sub> ) into LA-RICS HSS.	8 weeks from start date
6	Secure process for entry of UICC output file into UICC OTA device management system.	8 weeks from start date
7	Certification Test Plan and Execution	8 weeks from start date
8	Commence Production	12 weeks from start date

**SAMPLE REQUEST FOR BID****Request for Bid Title**

<b>Date Released:</b>	<b>Month, Date, Year</b>
<b>Request for Bid No.:</b>	<b>XXXXXXX</b>
<b>Device Category No. &amp; Title:</b>	<b>Device Category No. XX – XXXXXXXXXXXXXXXXX</b>
<b>No. of Devices Requested:</b>	<b>XXX</b>
<b>Requesting Agency:</b>	<b>XXXXXXX</b>
<b>Requesting Agency Special Requirements:</b>	<b>Please refer to Section 2.0 (Required Work) for specific Agency requirements, if any.</b>
<b>Paying Agency:</b>	<b>XXXXXXX</b>
<b>Questions Due By:</b>	<b>Month, Date, Year</b>
<b>Bid Due Date:</b>	<b>Month, Date, Year</b>
<b>Bid Delivery Method:</b>	<b>Email, physical delivery, etc.</b>
<b>Pricing Basis:</b>	<b>Per device basis, quantity/volume basis, volume discount basis, or another purchase method.</b>
<b>Maximum Funds Available for this Work Order (\$):</b>	<b>\$XX.XX</b>
<b>Grant Funded:</b>	<b>Identify Grant to be used for this RFB, if applicable</b>
<b>Work Order Deadline:</b> <small>(Devices purchased, delivered, installed, etc.)</small>	<b>Month, Date, Year</b>
<b>Installation:</b>	<b>As applicable</b>
<b>Miscellaneous:</b>	<b>Other information, as applicable.</b>

**1.0 AUTHORITY CONTACT**

- 1.1 All contact regarding this Request for Bid (RFB), including questions, or any matter relating to this RFB shall be directed to the assigned Contract Analyst, **Mr./Ms. XXX at [xxx.xxx@la-rics.org](mailto:xxx.xxx@la-rics.org) or at (XXX) XXX-XXXX.**
  
- 1.2 If it is discovered that a Qualified Contractor contacted and received information from any Authority personnel, other than the person specified above, regarding this RFB, the Authority, in its sole determination, may disqualify the Qualified Contractor's response to this RFB from further consideration.

## **2.0 REQUIRED WORK**

(A comprehensive description of work for each purchase to be included in resultant Requests for Bid)

- 2.1 Objective**
- 2.2 Background (if applicable)**
- 2.3 Description of Devices/Work/Duties/Tasks/Deliverables (as applicable)**
- 2.4 Quantity of Devices Required**
- 2.5 Special Agency Requirements (if applicable)**
- 2.6 Interoperability with Other Commercial Carriers (if applicable)**
- 2.7 Device Warranty (if applicable)**
- 2.8 Device Maintenance (if applicable)**
- 2.9 Device Installation Requirements (if applicable)**
- 2.10 Work Order Deadline for Device Procurement, Delivery, Installation, etc.**
- 2.11 Work Order Administration (if applicable)**
- 2.12 Other Information (if applicable)**

## **3.0 BID/PROPOSAL SUBMISSION**

Qualified Contractor's interested in responding to this RFB shall comply with all of the requirements set forth herein. Failure to do so may result in Qualified Contractor being disqualified from further consideration for this RFB in the Authority's sole discretion.

- 3.1 Pursuant to Paragraph 3.1 (Request for Bids and Award Process) of the Master Agreement and in accordance with this RFB, interested Qualified Contractor's shall submit the following:**
  - a. A bid/proposal that demonstrates that the Qualified Contractor can meet the requirements of Section 2.0 (Required Work) and this RFB.**
  - b. Submit the cost information for the quantity of devices and/or services being procured pursuant this RFB (e.g. per device basis, quantity/volume basis, volume discount basis, or any other purchase method set forth in this RFB) as further described in Section 2.0 (Required Work).**

- c. A written affirmation and/or demonstrated proof of meeting any other qualifying information pursuant to Section 2.0 (Required Work) (e.g. maintenance services, and any other distinct agency requirements, if any, etc.).
  - d. A written affirmation that Qualified Contractor can meet the Work Order Deadline set forth in this RFB by which all devices must be purchased, delivered, installed, if applicable, and/or can complete or perform the services, tasks, deliverables, or other work as further described in Section 2.0 (Required Work).
  - e. Provide any other additional information that may be requested in this RFB.
  - f. Submit the bid/proposal in electronic format (e.g. PDF, Word, Excel, etc.).
- 3.2 Bids/proposals shall be submitted via the Bid Delivery Method to the Contract Analyst described in Section 1.0 (Authority Contact) by the Bid Submission Deadline, all set forth in this RFB. It is the sole responsibility of Qualified Contractor to ensure that its bid/proposal is received by the Authority Contact by the Bid Submission Deadline. If the bid/proposal is a physical delivery method, then Contractor shall submit two (2) physical copies of the bid/proposal to the following address:

Los Angeles Regional Interoperable Communications System  
Attn: Contracts Section  
2525 Corporate Place, Suite 100  
Monterey Park, CA 91754

- 3.4 In the event that the bid/proposal delivery method is a physical delivery and not by way of email, it is the sole responsibility of Qualified Contractor to ensure that its bid/proposal is received by the Authority Contact by the Bid Submission Deadline. The Authority is not responsible for any delays associated with any delivery services, including but not limited the United States Postal Service. Any bid/proposal received after the Bid Submission Deadline will be disqualified from further consideration and the unopened bid/proposal will be returned back to the Qualified Contractor. Bids/proposals that are emailed or faxed will not be accepted and will be disqualified from further consideration.

## **4.0 EVALUATION AND AWARD PROCESS**

Pursuant to Paragraph 3.1 (Request for Bids and Award Process) of the Master Agreement and in accordance with this RFB, the evaluation and award process is set forth in this Section 4.0.

- 4.1 In response to this RFB, the Qualified Contractor with the overall lowest cost bid that meet the requirements of the this RFB, including special Agency requirements, if any, will be awarded the Work Order.
- 4.2 In the future, the Authority, in its sole discretion, may utilize other evaluation methodologies that take factors other than cost into consideration and are in the overall best interest of the Authority. If an evaluation methodology other than lowest cost is utilized, it will be explicitly indicated in the RFB. **Please note that this Section 4.0 will be customized for each RFB according to the evaluation methodology contemplated.**
- 4.3 If awarded a Work Order, the Qualified Contractor must be readily available to immediately proceed with the work specified in this RFB in order to meet the Work Order Deadline(s) for purchase, delivery, and installation, if applicable, of devices and fully complete and perform all tasks, deliverables, services and other work, as applicable, as set forth in Section 2.0 (Required Work).
- 4.4 The Authority estimates that the selection of a Qualified Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids, however, this is subject to change in the Authority's sole discretion.

## **5.0 DISQUALIFICATION**

Qualified Contractor's may be disqualified from further consideration from being awarded a Work Order in response to this RFB for the reasons set forth in this Section 5.0.

- 5.1 Failure to submit the bid/proposal by the Bid Delivery Method to the Authority Contact by the Bid Submission Deadline may result in immediate disqualification of the Qualified Contractor from further consideration for this Work Order.
- 5.2 Inability of the Qualified Contractor to comply with such purchase, delivery, and installation date(s) may be cause for disqualification of the Qualified Contractor from the Work Order as determined by the MAPD, in his or her sole discretion.
- 5.3 If the RFB requires, as part of the RFB response, Qualified Contractors to submit multiple quotations, and the bid/proposal does not provide a cost for all requested items, the bid/proposal may be disqualified from further consideration in the Authority's sole discretion.
- 5.4 Errors performed by Qualified Contractor regarding the submission of their bid such as, but not limited to, administrative errors, failure to respond to special Agency requirements, failure to calculate total costs correctly, etc., may be cause for disqualification from further consideration as determined by the MAPD, in his or her sole discretion.

- 5.5 The Authority, in its sole discretion, may elect to waive any error, informality, or any disparity in Qualified Contractors response to this RFB, if in as a whole, the RFB response substantially complies with the requirements of the RFB and Section 2.0 (Required Work).
- 5.6 The Authority reserves the right, in its sole discretion, to cancel this RFB at any point in the solicitation process. At no time will Qualified Contractors be reimbursed for any cost associated with its participation in a canceled Request for Bid.

## **6.0 ADDITIONAL PROVISIONS SPECIFIC TO THIS REQUEST FOR BID**

**(This section will be customized to include specific provisions to resultant Requests for Bids)**

### **6.1 No Collusion**

Contractor certifies that (a) its response to this RFB is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; (b) its response to this RFB is genuine and not collusive or a sham; (c) the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham response to this RFB, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Contractor or anyone else to put in a sham RFB response or to cause anyone to refrain from proposing; (d) the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFB price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the RFB price, or that of any other Contractor, or to secure any advantage against the Authority for anyone interested in the resultant Work Order; and (e) the Contractor has not, directly or indirectly, submitted its RFB price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depositor, or to any member or agent thereof to effectuate a collusion or sham RFB response.

### **6.2 Grant Funding Requirements**

In the event that grant funds are used to purchase devices set forth in this RFB, Contractor shall adhere to Paragraph 10.0 (Grant Funding Requirements) of the Master Agreement.

### **6.3 Confidentiality**

Pursuant to Sub-Paragraph 7.6 (Confidentiality) of the Master Agreement, if needed and required by the Authority in its sole discretion, Contractor shall cause each employee performing services covered by the Master Agreement to sign and adhere to the provisions of the Contractor Employee Acknowledgement and Confidentiality Agreement also contained in Exhibit J to the Master Agreement.

**6.4 Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability Accountability Act (HIPPA) of 1996 and the Health Information Action (HITECH)**

If needed and required by the Authority for particular device purchases, in its sole discretion, Contractor shall adhere to the HIPPA and HITECH provisions, which will be attached to RFBs that require such provisions.

\* \* \*

Work Order No.: \_\_\_\_\_

Master Agreement No.: \_\_\_\_\_

**SAMPLE WORK ORDER  
FOR  
PUBLIC SAFETY BROADBAND NETWORK (PSBN) DEVICES**

**CONTRACTOR NAME**

Work Order No.: \_\_\_\_\_

Master Agreement No.: \_\_\_\_\_

THIS WORK IS UNDERTAKEN BETWEEN THE LOS-ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) AUTHORITY (HEREAFTER "AUTHORITY") AND **CONTRACTOR NAME** (HEREAFTER "CONTRACTOR") FOR PUBLIC SAFETY BROADBAND NETWORK ("PSBN") DEVICES AND ASSOCIATED SERVICES, IF ANY, (HEREAFTER "SERVICES") PURSUANT TO THE ABOVE MASTER AGREEMENT ("MASTER AGREEMENT").

**Work Order Title:** \_\_\_\_\_

**PSBN Device Category:** \_\_\_\_\_

**Work Order Deadline:** \_\_\_\_\_

**Requesting Agency:** \_\_\_\_\_

**Paying Agency:** \_\_\_\_\_

**Grant Funded:** \_\_\_\_\_

**Authority Work Order Project Manager:** \_\_\_\_\_

## **1.0 DEVICES/SERVICES**

Contractor shall satisfactorily provide the devices and perform Services, if any, detailed in Section 2.0 (Required Work) by the Work Order Deadline set forth in this Work Order, all in compliance with the terms and conditions of Contractor's Master Agreement No. \_\_\_\_\_.

## **2.0 REQUIRED WORK**

(A comprehensive description of work for each purchase to be included in resultant Work Orders)

### **2.1 Objective**

### **2.2 Background (if applicable)**

Work Order No.: \_\_\_\_\_

Master Agreement No.: \_\_\_\_\_

- 2.3 **Description of Devices/Work/Duties/Tasks/Deliverables (as applicable)**
- 2.4 **Quantity of Devices Required**
- 2.5 **Special Agency Requirements (if applicable)**
- 2.6 **Interoperability with Other Commercial Carriers (if applicable)**
- 2.7 **Device Warranty (if applicable)**
- 2.8 **Device Maintenance (if applicable)**
- 2.9 **Device Installation Requirements (if applicable)**
- 2.10 **Work Order Deadline for Device Procurement, Delivery, Installation, etc.**
- 2.11 **Work Order Administration (if applicable)**
- 2.12 **Other Information (if applicable)**

### **3.0 COSTS AND PAYMENT**

Contractor shall provide the below-listed devices/services for PSBN in the quantities and rates set forth in this Section 3.0.

DEVICE/DELIVERABLE/SERVICE	QUANTITY	COST	SUBTOTAL (Quantity x Cost)
Cost per Device: (If Applicable)			
Cost per Additional Accessories (If Applicable)			
Installation Cost: (If Applicable)			
Maintenance Cost: (If Applicable)			
Other Services Costs: (If Applicable)			
<b>TOTAL COST:</b>			

- 3.1 The Total Maximum Amount that Authority shall pay Contractor for all Services to be provided under this Work Order shall not exceed  
\_\_\_\_\_  
Dollars (\$\_\_\_\_\_\_).
- 3.2 Contractor shall invoice the Authority only for devices and Services actually provided, in accordance with the terms and conditions of Contractor's Master Agreement.

Work Order No.: \_\_\_\_\_

Master Agreement No.: \_\_\_\_\_

- 3.3 Contractor shall be responsible for ensuring that the number of devices and/or Services provided under this Work Order shall not exceed the Total Maximum Amount in Section 3.1 of this Work Order.
- 3.4 Contractor shall satisfactorily provide, perform, and complete all required Services in accordance with Section 2.0 (Required Work) by the Work Order Deadline notwithstanding the fact that total payment from the Authority shall not exceed the Total Maximum Amount of this Work Order.
- 3.5 Contractor shall submit all invoices for this Work Order in accordance with Paragraph 5.4 (Invoices and Payments) of the Master Agreement to the below listed address:

Agency  
Division/Section  
Address  
City, State, Zip Code

## **4.0 SERVICES**

- 4.1 Contractor's signature on this Work Order confirms Contractor's awareness of, and agreement with, the provisions of Paragraph 3.2 (Work Order Process) of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any device, task, deliverable, services, or other work:
  - a. That is not specified in this Work Order, and/or
  - b. That exceeds the Total Maximum Amount of this Work Order, and/or
  - c. That goes beyond the Work Order Deadline of this Work Order.
- 4.2 The Authority and the Contractor agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Work Order and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Work Order, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **5.0 ADDITIONAL PROVISIONS SPECIFIC TO THIS WORK ORDER**

In subsequent Work Orders, this section will be customized to include specific provisions to the Work Order, if any, such as Grant Funding Requirements, Confidentiality requirements, HIPPA/HITECH requirements, etc., that may be necessary.

Work Order No.: \_\_\_\_\_

Master Agreement No.: \_\_\_\_\_

**REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER;**

**ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS ON THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.**

**CONTRACTOR NAME**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LOS ANGELES REGIONAL  
INTEROPERABLE  
COMMUNICATIONS AUTHORITY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Master Agreement Program  
Director (MAPD)

Date: \_\_\_\_\_

**Work Order No.:** \_\_\_\_\_

**Master Agreement No.:** \_\_\_\_\_

## **CERTIFICATION OF NO CONFLICT OF INTEREST**

(Note: This certification is to be executed and returned to the Authority with the Contractor's executed Work Order. Work cannot begin on the Work Order until the Authority receives this executed document.)

### **CONTRACTOR NAME**

Los Angeles County Code Section 2.180.010.A provides as follows:

**"Certain contracts prohibited.**

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
  3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    - b. Participated in any way in developing the contract or its service specifications; and
  4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

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Signature of Authorized Official

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Printed Name of Authorized Official

---

Title of Authorized Official

---

Date

## **GRANT FUNDING REQUIREMENTS**

### **1. Funding Resources**

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

#### **1.1 State Homeland Security Program ("SHSGP")**

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

#### **1.2 Urban Area Security Initiative ("UASI")**

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

#### **1.3 Broadband Technology Opportunities Program ("BTOP")**

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

### **2. General**

#### **2.1 Funding of Agreement**

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

## **2.2. Payment to Contractor**

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

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

## **3. Compliance With State And Federal Requirements**

### **3.1 Requirements Applicable To All Grant Agreements**

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

### **3.2 Office of Management and Budget (OMB) Circulars**

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

### **3.3 Single Audit Act**

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

### **3.4 Americans with Disabilities Act**

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

### **3.5 Political and Sectarian Activity Prohibited**

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

### **3.6 Subcontracts and Procurement**

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

**3.7 Labor**

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

**3.8 Civil Rights**

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

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

### **3.9 Environmental**

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

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

### **3.10 Preservation**

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

### **3.11 Suspension and Debarment**

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

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

### **3.12 Drug-Free Workplace**

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

### **3.13 Hotel and Motel Fire Safety Act of 1990**

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

### **3.14 Animal Welfare**

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

### **3.15 Public Law 110-161**

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

### **3.16 Public Law 103-227**

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

**3.17 Public Law 103-333**

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

**3.18 Faith-Based Activities**

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

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

**3.19 USA Patriot Act of 2001**

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

**3.20 Trafficking Victims Protection of 2000**

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

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

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

### **3.21 Fly America Act of 1974**

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

## **4. Audits and Inspections Applicable to All Grants**

### **4.1 Records Inspection**

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

### **4.2 Records Maintenance**

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

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

#### **4.3 Right to Access**

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

#### **4.4 Reporting**

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

#### **4.5 Failure to Comply**

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

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

#### **4.6 Excerpts and Transcripts**

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

#### **4.7 Physical Inspections**

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

#### **4.8 Notice of Fault**

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

### **5. Prohibition of Legal Proceedings**

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

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

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

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

### **7. Other Grant Requirements**

#### **7.1 FEMA/OSHA Standards**

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

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

## **7.2 Publishing Documents**

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

## **7.3 Grant Modification**

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

## **7.4 DUNS Number**

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

## **7.5 Subcontract to a Federal Agency**

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

# **8. Recovery Act Grant Requirements**

## **8.1 Recovery Act: Buy American**

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

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

## **8.2 Recovery Act: Wage Rate Requirements Davis Bacon Act**

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

## **8.3 Whistleblower Protection Act Requirement**

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

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

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

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

#### **8.5 Recovery Act One-Time Funding**

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

#### **8.6 Recovery Act: Limit on Funds**

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

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

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

#### **8.8 Accountability and Transparency Under the Recovery Act**

##### **8.8.1 Separate Tracking and Reporting of Recovery Act Funds and Outcomes**

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

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

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

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

**8.8.2 Quarterly Financial and Programmatic Reporting**

- 8.8.2.1 Section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements.
- 8.8.2.2 Under this Recovery Act program, quarterly financial and programmatic reporting will be required and will be due within 10 calendar days after the end of each calendar quarter Contractor shall provide to the Authority data required to complete and submit financial and programmatic reports no later than the last day of each calendar quarter.
- 8.8.2.3 This Recovery Act Grant award requires Subrecipients to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided by this Grant. Information from these reports will be made available to the public.
- 8.8.2.4 Section 1512 of the Recovery Act requires quarterly reporting of all Recovery Act grant recipients and subrecipients. The Authority is required to comply with these reporting requirements using a template provided by the Department of Commerce to submit the requested data. In order to assist the Authority in complying with its reporting requirements regarding the use of Grant funds by the Contract, Contractor shall provide sufficiently detailed information regarding job creation in connection with its use of Grant funds to the Recipient on a quarterly basis. Contractor shall provide any additional information as may be necessary for the Authority to submit complete and full quarterly reports to the Department of Commerce. Contractor must maintain, and provide to the Recipient on a quarterly basis, auditable documentation supporting all reported data, including jobs data and provide copies to the Authority as requested. Documentation should provide evidence that i) Created/retained positions and overtime hours are funded by Recovery Act awards, ii) Personnel are directly supporting Recovery Act projects and activities, and iii) Positions meet the criteria for "created"/"retained" positions and overtime hours.
- 8.8.2.5 Recommended documentation includes: old and new organizational charts; new position descriptions; job postings, offer letters and acceptance forms; staffing lists; timecards and payroll records; budget comparisons and/or projections before and after the Recovery Act award date; formal layoff recommendations and retractions (memos, reports); minutes of formal meetings where official budget decisions are made; and employee activity reports.

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

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

- 8.8.2.7 Contractor understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant funds, and repayment by Contractor to the Authority of any unlawful expenditure.
- 8.8.2.8 To obtain the Grant funds, the grantors required an authorized representative of the Authority to sign certain promises and special conditions regarding the way the Grant funds would be spent ("Special Conditions"). By signing these Special Conditions, the Authority became liable to the Grantor for any funds that are used in violation of the Grant requirements. Contractor shall be liable to the Grantor for any funds the Grantor determines Contractor used in violation of these Special Conditions. Contractor shall indemnify and hold harmless the Authority for any sums the Grantor determines Contractor used in violation of the Special Conditions.

### 8.8.3 Contractor Reports

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

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

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

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

#### **8.8.4 Monitoring of Subcontractors**

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

#### **8.8.5 Reporting Fraud, Waste, Error and Abuse**

- 8.8.5.1 Contractor shall promptly refer to the Department of Commerce Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Referrals can be made online at <http://www.oig.doc.gov/oig/hotline/000016.html> or by calling 1-800-424-5197.
- 8.8.5.2 The Recovery Act provides certain protections against reprisals for employees of non-federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to Section 1553 of the Recovery Act.

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

#### **9.1 Applicable Statutes and Regulations**

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

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

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

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

## **9.2 Use of DHS Seal, Logo and Flags**

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

## **10. Non-Compliance**

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

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

## **11. Conflict of Interest**

### **11.1 General**

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

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

### **11.2 Definitions**

#### **11.2.1 Immediate Family**

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

#### **11.2.2 Financial or Other Interest**

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

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

**11.3 Representations**

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

**12. Miscellaneous****12.1 Travel Expenses**

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

**12.2 Obligations Binding on Subcontractors**

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

## **12.3 Inventions, Patents and Copyrights**

### **12.3.1 Reporting Procedure for Inventions**

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

### **12.3.2 Rights to Use Inventions**

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

### **12.3.3 Copyright Policy**

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

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

**12.3.3.3** Contractor shall comply with 24 CFR 85.34.

**12.3.4 Rights to Data**

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

**12.3.5 Obligations Binding on Subcontractors**

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

**13. Public Safety Broadband and FCC Requirements****13.1 FCC Compliance**

- 13.1.1 Contractor shall comply with all applicable Federal Communications Commission's (FCC) waiver and other orders, rule, regulations and public notices related to the project or the 700 MHz public safety broadband spectrum (758-768 MHz and 788-798 MHz) issued by the FCC, the Emergency Response Interoperability Center (ERIC) or the Public Safety and Homeland Security Bureau (Bureau), including but not limited to, if applicable, Waiver Order in PS Docket 06-229, adopted on May 11, 2010 (FCC 10-79) and the FCC Technology Order adopted on December 10, 2010 (DA 10-2342). Contractor shall also comply with the Communications Act of 1934.
- 13.1.2 In addition, Contractor shall comply with any legislative or federal rule pertaining to the nationwide public safety broadband network.
- 13.1.3 Contractor shall immediately notify the Authority if it becomes or expects to become noncompliant with any FCC or communications law applicable to this project.

**13.2 FirstNet Compliance**

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

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

### **13.3 Adjacent Jurisdictions**

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

### **13.4 Demonstration Network**

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

### **13.5 Conformance Testing.**

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

### **13.6 Interoperability Testing**

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

### **13.7 Technical Requirements for Deployment**

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

### **13.8 Plan for Significant Population Coverage.**

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

## **14. Instructions for Certification**

### **14.1 Signature**

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

### **14.2 Material Representation of Fact**

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

### **14.3 Notification of Erroneous Certification**

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

### **14.4 Definitions and Coverage**

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

### **14.5 Contracts with Other Entities**

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

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

#### **14.6 Inclusion of Clause**

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

#### **14.7 Lower Tiered Certification**

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

#### **14.8 Establishment of a System of Records**

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

#### **14.9 Available Remedies**

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

## **Attachment A – Certification Regarding Lobbying**

### **Certification for Contracts, Grants, Loans Cooperative Agreements**

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

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

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

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

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

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

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Signature

---

Date

## **Attachment B – Certification Regarding Drug Free Workplace Requirements**

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

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

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

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

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

---

Signature

---

Date

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

## **Attachment C – Required Insurance and Minimum Limits**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

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

<input type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and WC Statutory Employer's Liability (EL)	WC <u>Statutory</u> EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of LA-RICS	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
<hr/>	
<input type="checkbox"/> General Liability	\$ _____
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct
<input type="checkbox"/> Fire Legal Liability	<input type="checkbox"/> _____
<hr/>	
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$ _____
<hr/>	
<input type="checkbox"/> Professional Liability (Errors and Omissions) (Discovery Period 12 Months After Completion of Work or Date of Termination)	\$ _____
<hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	\$ _____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/> _____
<hr/>	
<input type="checkbox"/> Pollution Liability \$ _____	<input type="checkbox"/> _____ \$ _____
<hr/>	
<input type="checkbox"/> Pollution Liability	\$ _____
<hr/>	
<input type="checkbox"/> Surety Bonds – Performance & Payment (Labor & Materials) Bonds	\$ _____
<hr/>	
<input type="checkbox"/> Crime Insurance	\$ _____

Other: \_\_\_\_\_

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

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

(Read Attached Instructions for Certification before Completing)

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

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

Agreement Number:

Contractor/Borrower/Agency:

Name and Title of Authorized Representative:

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Signature

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Date

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

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

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

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

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

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

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

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

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

**EXHIBIT D**  
**Attachment D**

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

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

**Attachment E – Management Representation**

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

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

True  False

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

True  False

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

True  False

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

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

True  False

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

True  False

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

True  False

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

True  False

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

True  False

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

True  False

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

True  False

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

True  False

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

True  False

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

True  False

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

True  False

**EXHIBIT D**  
**Attachment E**

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

True  False

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

True  False

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

True  False

Use this space to provide any additional information:

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

For (Name of Contractor): \_\_\_\_\_

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Signature

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

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Printed Name

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Title

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Date Signed

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**SPECTRUM MANAGER LEASE AGREEMENT**  
**BETWEEN**  
**THE FIRST RESPONDER NETWORK AUTHORITY**  
**AND**  
**THE LOS ANGELES REGIONAL INTEROPERABLE**  
**COMMUNICATIONS SYSTEM AUTHORITY**

**I. PARTIES AND PURPOSE**

This non-exclusive Spectrum Manager Lease Agreement ("SMLA" or "Agreement") is entered into by the **First Responder Network Authority** ("FirstNet" or "Licensee") and the **Los Angeles Regional Interoperable Communications System Authority** ("LA-RICS Authority" or "Lessee"), through which FirstNet will lease spectrum usage rights to operate on the 700 MHz public safety broadband spectrum ("FirstNet Spectrum"), the single, nationwide license which was granted to FirstNet by the Federal Communications Commission ("FCC") under Call Sign WQQE234. Further, this SMLA is a spectrum manager lease arrangement pursuant to Section 1.9020 of the FCC's rules (47 C.F.R. § 1.9020), subject to applicable provisions of the Middle Class Tax Relief and Job Creation Act of 2012 (Pub. L. No. 112-96) ("Tax Relief Act"), the Communications Act of 1934 (47 U.S.C. § 151 *et seq.*), as amended ("Communications Act"), and FCC rules, regulations and policies.

The parties to this Agreement have entered into it with full awareness that while the fundamental goal of the Tax Relief Act is the deployment and operation of a nationwide interoperable public safety broadband network under the authority of FirstNet, the single, national network architecture for that network has not yet been established, and the technical standards for the network are continuing to evolve. Thus, the parties acknowledge that during the term of this Agreement, FirstNet may adopt additional or different technical requirements or operational standards to ensure the operability, interoperability, security, reliability, resiliency or similar capabilities of its single, national network architecture, and such additional requirements or standards may require the replacement or modification of any existing Lessee's Infrastructure. The parties further acknowledge that should that event occur, they will negotiate in good faith towards an agreement concerning how the costs of such replacements or modifications will be covered.

Subject to the terms and conditions below, the SMLA authorizes the Lessee to provide wireless communications services to public safety entities as described in Section 6001 of the Tax Relief Act ("Public Safety Entities"), and as otherwise provided for herein in Section II.D. Subject to the terms and conditions below, FirstNet intends for this Agreement to continue until the time at which FirstNet has provided the governors of each of the states with the details of its proposed plan for the build-out of the nationwide, interoperable broadband network, and the Governor of State of California ("State") has made the decision required under Section 6302(e) of the Tax Relief Act on whether the State will participate in the deployment of the nationwide interoperable broadband network as proposed by FirstNet, or will seek approval to conduct its own deployment of a radio access network within the State ("State's Decision"). The parties acknowledge, thereafter, any operations of the Lessee on FirstNet Spectrum will be pursuant to terms and conditions established by the implementation of the State's Decision.

One of the primary purposes of this Agreement is to minimize any disruptions in the availability of Lessee's wireless communications services to Public Safety Entities. To that end, as set forth below, FirstNet and the Lessee intend to make good faith efforts to minimize any disruptions in the availability of Lessee's wireless communications services to Public Safety Entities, and to ensure the interests of the State of California are included in any such good faith efforts that follow the date of the State's Decision. Although this is a non-exclusive agreement, to the extent that FirstNet leases this spectrum to third party users, it will work closely and in good faith, with the Lessee to ensure that such third party uses

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**SPECTRUM MANAGER LEASE AGREEMENT - LA-RICS AUTHORITY**

  Page 1

will not impede or interfere with Lessee's wireless communications to Public Safety Entities and others, as provided for herein.

**II. TERMS AND CONDITIONS**

- A. Responsibilities of the Parties.** The parties agree to the following responsibilities:
1. FirstNet shall:
    - (a) Ensure that the Lessee complies with the Communications Act and all applicable policies and rules directly related to the FirstNet Spectrum by providing oversight and enforcement of the Lessee's use of the FirstNet Spectrum;
    - (b) Be responsible for the final resolution of all interference-related matters, including conflicts between the Lessee and third parties, after first permitting the Lessee to resolve these matters;
    - (c) Maintain a reasonable degree of actual working knowledge of the Lessee's activities;
    - (d) Be responsible for all FCC-required filings and reports, including the filing of necessary notifications and all other required documents (i.e., FCC Form 608);
    - (e) Retain the right to terminate the SMLA as provided in Section IV of this Agreement; and
    - (f) Retain a copy of the SMLA in its records.
  2. Lessee shall:
    - (a) Comply with the requirements of the Communications Act and all applicable policies and rules related to the FirstNet Spectrum, including service rules for Call Sign WQQE234;
    - (b) Be independently accountable to the FCC for complying with the Communications Act and FCC policies and rules;
    - (c) Provide FirstNet with a copy of any filing to be made by Lessee to the FCC related to the use of the FirstNet Spectrum at least two (2) business days in advance of its submission;
    - (d) Permit FirstNet to inspect its facilities and equipment used to operate on the FirstNet Spectrum, upon reasonable notice in accordance with Section II. O., below;
    - (e) Accept FCC oversight and enforcement for the lease of the spectrum usage rights associated with FCC license authorization for Call Sign WQQE234;
    - (f) Promptly respond to any FirstNet request for information to comply with FirstNet's reporting or oversight requirements; and
    - (g) Retain a copy of the SMLA in its records.
- B. Compliance with FCC Rules.** The parties agree to comply with all of the rules, regulations, policies, decisions of the FCC, both currently and as may be adopted in the future, as well as any other applicable laws, including the Communications Act (collectively, "Communications Laws") for the spectrum usage rights associated with FCC license authorization for Call Sign WQQE234.
- C. Geographic Scope of Operations.** The Lessee shall operate on the FirstNet Spectrum only within its Broadband Technology Opportunity Program ("BTOP") project Service Area, as set forth in its BTOP Award Agreement ("Service Area") (see attached map).
- D. Eligible services.** The Lessee shall use the FirstNet Spectrum to provide wireless communications services to Public Safety Entities as defined under the Tax Relief Act. In addition, and for the purposes of this Agreement, the definition of Public Safety Entities is further expanded to include any government or private entity with statutory responsibility to protect life, property, and/or the environment in the jurisdiction, and those entities assisting or cooperating in the mitigation of emergency incidents as defined in the Glossary of Terms by the Department of Homeland Security's Federal Emergency Management Agency ("FEMA") National Incident Management System ("NIMS") (all such entities are collectively, "Public Safety Entities").

- E. **Subleasing.** The Lessee may not sublease the FirstNet Spectrum to any entity, nor offer any excess capacity on the FirstNet Spectrum to any entity for any purpose other than the provision of wireless communications services to Public Safety Entities.
- F. **Consideration.** In consideration of Lessee's agreement to the Key Learning Conditions as set forth in Section II. L, FirstNet agrees to authorize the Lessee to use the FirstNet Spectrum. This section does not relieve the Lessee of any obligation it may have to pay any future fees associated with use of the nationwide public safety broadband network, pursuant to sections 6208 and 6302 of the Tax Relief Act. The Lessee agrees that this Agreement does not impair FirstNet's right to enter into a "Covered Leasing Agreement" as authorized by section 6208(a) of the Tax Relief Act.
- G. **Protection of Incumbents.** Lessee shall comply with the FCC's rules, both current and as may be adopted in the future, for protection of Incumbents.
- H. **Lessee's Infrastructure.** The Lessee shall ensure that all LTE-related devices, hardware, software, and any supporting infrastructure required for its operations on the FirstNet Spectrum (including LTE network services or applications platforms that may affect the operations and maintenance of the network under the single, national network architecture established by FirstNet) ("Lessee's Infrastructure"):
  - 1. operate on 3GPP Band 14 in a 10 X 10 MHz configuration, to the extent compatible with international agreements concerning operations in border regions;
  - 2. comply with the recommended minimum technical requirements of the Technical Advisory Board for First Responder Interoperability, as provided to FirstNet by the FCC, and as those minimum technical requirements which evolve over time; and,
  - 3. are built and operated according to open, non-proprietary and commercially-available standards.

If, during the term of this Agreement, FirstNet adopts additional or different technical requirements or operational standards to insure the operability, interoperability, security, reliability, resiliency or similar capabilities of its single, national network architecture, and such additional requirements or standards would require the replacement or modification of any existing Lessee's Infrastructure, the Lessee shall not be obliged to implement such changes until the Lessee and FirstNet have first entered into an agreement concerning how the costs of such replacements or modifications shall be covered. Lessee will not be responsible for any added costs resulting from FirstNet's adoption of any additional or different technical requirements or operational standards, if the parties fail to successfully negotiate an agreement regarding how such costs will be covered. Further, failure of the parties to successfully negotiate such an agreement cannot serve as the basis for termination of this Agreement by FirstNet. Lessee is, however, still obligated to implement changes required as a result of FCC rules or regulations.

- I. **Environmental Compliance.** Lessee shall comply with all applicable Federal and State Environmental laws, regulations, and rules, including the completion of necessary environmental reviews. Prior to commencing operations on the leased portion of the FirstNet Spectrum, Lessee shall complete all environmental reviews required by Federal or State law.
- J. **Participation by Public Safety Agencies.** Prior to commencing operations on the FirstNet Spectrum, the Lessee shall provide FirstNet with a written certification that it has received written notifications from a significant representation of the LA-RICS Authority's member agencies that are within the geographic scope of Lessee's operations of their intent to receive wireless communications services from the Lessee's operations.

- K. **Consultation on Requests for Proposal and Agreements.** The Lessee shall consult with FirstNet prior to issuing any Requests for Proposal (“RFP”), executing any agreement with a supplier, or modifying any existing agreement with a supplier (“Project Supplier”), if such RFP or agreement concerns the Lessee’s operations on the FirstNet Spectrum.

To the extent that FirstNet and Lessee agree to integrate the Lessee’s LTE related devices, hardware and software (hereinafter “Equipment”) into the FirstNet nationwide network architecture and implementation program, it may become necessary for the Lessee’s Equipment to be relocated and reinstalled in another location. Such new location may be in another city, county or state within the United States of America where, in FirstNet’s judgment, the Equipment can be more effectively and/or economically integrated into the FirstNet nationwide network to provide wireless broadband services to first responders and public safety users.

Upon FirstNet providing written notification to the Lessee, the parties shall enter into good faith negotiations for an agreement for the transfer of control and relocation of the Equipment consistent with the Lessee’s obligations under 15 C.F.R. § 24.32 and the terms and conditions of its BTOP Award. Any relocation of Lessee’s Equipment will be done in a manner that will not result in any degradation of Lessee’s provision of wireless communications services to Public Safety Entities, including availability, coverage, performance or functionality of service provided to Public Safety Entities. Lessee will not be responsible for any costs associated with relocation of Lessee’s Equipment. FirstNet will also not seek to relocate Lessee Equipment that was acquired in part, with Lessee’s funds, unless the Parties enter into a subsequent agreement.

- L. **Key Learning Condition(s).** Subject to the Key Learning Conditions Plan (“Plan”) required by this subsection below, the Lessee shall conduct the following activities as part of its operations on the FirstNet Spectrum, to assist FirstNet in the development, deployment, and management of the nationwide public safety broadband network:

FirstNet and Lessee have agreed upon the Key Learning Condition of exploring secondary responder partnerships.

Not later than 90 days following the execution of this Agreement, the Lessee and FirstNet shall develop and execute a Key Learning Conditions Plan which shall describe in more detail these activities and any related obligations of the parties.

- M. **Compliance with Conditions of BTOP Award.** Within 15 days of execution of this Agreement, the Lessee shall seek the approval of the National Telecommunications and Information Administration (“NTIA”) to lift its partial suspension of funds awarded to the Lessee under the BTOP. Following the Lessee’s submission of such a request, and provided that the Lessee is in compliance with this Agreement, FirstNet will provide NTIA with a copy of this Agreement and a written recommendation that supports the Lessee’s request to lift the partial suspension of the funds awarded to Lessee under the BTOP. The Lessee shall comply with the terms and conditions specified in its BTOP award, as amended.

- N. **Co-Location Services.** Following the date of the State’s Decision and after serving a written request to do so, FirstNet shall enter into good faith negotiations with Lessee and any underlying property owner and/or lessor from which Lessee is leasing LTE site space, for an agreement for co-location services, on a non-exclusive basis, for FirstNet to locate certain equipment on any of the Lessee’s Federally-funded LTE sites and infrastructure (e.g., towers), to the extent permitted by the underlying property owner and/or lessor.

- O. **Access to Information and Information Sharing.** In order to help inform FirstNet on the planning, deployment and operation of the nationwide public safety broadband network, the Lessee shall provide reasonable access to its operations, and shall facilitate the collection and sharing of information about its operations. Such access shall be provided to FirstNet’s technical teams or other personnel authorized by

FirstNet, provided, however, that Lessee's confidential, security sensitive or proprietary information may be subject to appropriate non-disclosure agreements, as determined by Lessee in its sole discretion.

Prior to commencing operations on FirstNet Spectrum, the Lessee shall ensure that any agreement with its Project Suppliers expressly provides for:

1. the Project Supplier to disclose and share information to FirstNet or other authorized personnel, subject to appropriate non-disclosure agreements on the Project Supplier's confidential, security sensitive or proprietary information; provided, however, Project Supplier is not required to disclose proprietary financial information; and,
2. the testing and certification of any of the Lessee's Infrastructure provided by the Project Supplier for deployment in Lessee's operations, at approved labs for FCC type certification in 3GPP Band 14 and PTCRB certification specific to 3GPP Band 14 devices.

**P. Reporting.** The Lessee shall provide FirstNet with the following, where Lessee may clearly label any information provided as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY":

1. Quarterly written reports on the operations of Lessee's project that use the FirstNet Spectrum, Lessee's experiences with its Project Suppliers, its progress in achieving project milestones, and the experiences of users of its wireless communications services; and
2. Copies of its reports to government entities that relate to Lessee's use of the FirstNet Spectrum, including its BTOP reports and any environmental reports.

### III. DURATION OF THE AGREEMENT AND AMENDMENTS

This Agreement will become effective when signed by both parties. This Agreement shall have an initial term of five (5) years. FirstNet will notify Lessee at least three months prior to the date upon which FirstNet intends to present the Governor of the State of California with the details of its proposed plan for build-out within the State under Section 6302(e) of the Tax Relief Act. Six months prior to the expiration of the initial term of this Agreement, or upon receipt of FirstNet's notification of the date on which it intends to present its proposed build-out plan to the Governor as described above, whichever first occurs, the Lessee shall initiate discussions with FirstNet. Such discussions shall review the progress of this project and address the possible need for a renewal or extension of this Agreement, or the negotiation of a new agreement, to maintain Lessee's access to FirstNet Spectrum in order to minimize the disruption of the availability of wireless communications services to Public Safety Entities in the Service Area prior to the implementation of the State's Decision and to facilitate FirstNet's access to the FirstNet Spectrum for partnerships and other agreements in support of a nationwide public safety broadband network. The parties shall make good faith efforts to minimize the disruption of the availability of wireless communications services to Public Safety Entities in the Service Area.

This Lease may be amended by mutual written consent of the Parties.

### IV. TERMINATION AND CANCELLATION CLAUSE

- A. This Agreement shall terminate upon the occurrence of any of the following conditions:
  1. The day following the termination date of the Agreement; or
  2. FirstNet's License Authorization for Call Sign WQQE234 is revoked, cancelled, terminated or otherwise ceases to be in effect.
- B. FirstNet may terminate the Agreement in the event the Lessee:
  1. fails to obtain approval of its request to NTIA to lift its suspension of BTOP funds;

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SPECTRUM MANAGER LEASE AGREEMENT - LA-RICS AUTHORITY

*BSW* *BD* Page 5

2. fails to comply with material terms of the Agreement and/or applicable FCC requirements, following written notice and reasonable opportunity to cure the non-compliance;
3. commits a material breach of the Terms and Conditions of this Agreement or its BTOP Award, and thereafter fails to bring its operations into compliance within a reasonable period of time;
4. fails to obtain written approval from the Governor of California, or his/her designee, to continue the Lessee's spectrum usage rights under this Agreement, without interruption of Lessee's service, within 60 days after the State's Decision, provided that such period shall be extended if the Governor has not given written approval through no fault of the Lessee; or
5. fails to obtain written approval from the Governor of California, or his/her designee, to continue the Lessee's spectrum usage rights under this Agreement, without interruption of Lessee's service, within 60 days after the State of California fails to obtain Federal approval regarding the implementation of the State's Decision, provided that such period shall be extended if the Governor has not given written approval through no fault of the Lessee.

Upon termination of this Spectrum Manager Lease Agreement for any reason, FirstNet and the Lessee shall make good faith efforts to minimize any disruptions in the availability of Lessee's wireless communications services to Public Safety Entities in the Service Area.

**V. RESOLUTION OF DISAGREEMENTS**

Should any disputes arise under this Agreement, the parties agree that:

- A. prior to initiation of litigation, the parties shall meet to attempt to resolve the dispute. The results of the meeting shall be memorialized in writing signed (either manually or electronically) by the head of each party; and
- B. prior to initiation of discovery or the filing of a dispositive motion in litigation, the parties shall participate in mediation. The mediator may either be selected by the parties, or each party shall designate an unrelated party, who together shall select an unrelated third party, and the majority shall select the mediator, or one selected by a court of competent jurisdiction; and
- C. Any litigation shall be filed in a Federal court of competent jurisdiction.

**VII. GENERAL PROVISIONS**

- A. **Assignment.** This Spectrum Manager Lease Agreement is not an assignment, sale, or transfer of FirstNet's license for Call Sign WQQE234. This Spectrum Manager Lease Agreement shall not be assigned to any entity that is ineligible or unqualified to enter into a spectrum lease agreement. The Licensee shall not consent to an assignment of this Agreement unless such assignment complies with applicable FCC rules and regulations.
- B. **Notices.** The parties agree that if there is a change regarding the information in this Agreement, the party making the change shall provide written notice to the other party. Such notices may be provided by U.S. mail, facsimile, or in person to the contacts as set forth below.

The contacts of each party of this Agreement are:

For Licensee:

FirstNet

For Lessee:

LA-RICS Authority

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SPECTRUM MANAGER LEASE AGREEMENT - LA-RICS AUTHORITY

Page 6

Bill D'Agostino  
General Manager  
National Telecommunications and  
Information Administration (NTIA)  
1401 Constitution Avenue  
Washington, DC 20230

Patrick Mallon  
Executive Director  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754

- C. **Representations and Warranties.** Each Party to this Spectrum Lease represents and warrants to the other that each of them has the requisite authority and has taken all action necessary in order to execute and deliver this Spectrum Lease.
- D. **Governing Law.** This Spectrum Lease shall be governed by Federal law.
- E. **Subject to the Availability of Funds.** This agreement is subject to the availability of funds in accordance with Federal Appropriations law or if required by changes in State law, or because of court order, or because of insufficient appropriations made available the California State Legislature for the performance of this Agreement.
- F. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- G. **Integration.** This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by both parties.
- H. **Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- I. **Most Favored BTOP Lessee.** The spectrum usage rights granted to the Lessee to operate on the FirstNet Spectrum in this Agreement will be no less favorable than those granted to any other BTOP lessee by FirstNet. In the event FirstNet offers more favorable terms to another BTOP lessee, FirstNet will notify the Lessee promptly and provide Lessee the option of amending this Agreement such that it contains the more favorable term.

This Agreement may be executed originally or by facsimile signature in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**For the First Responder Network Authority:**



\_\_\_\_\_  
Bill D'Agostino  
General Manager  
First Responder Network Authority

Date: 7-1-13

**For LA-RICS Authority:**



\_\_\_\_\_  
Patrick Mallon  
Executive Director  
LA-RICS Authority

Date: 7-1-13

**AUTHORITY'S ADMINISTRATION****AUTHORITY EXECUTIVE DIRECTOR:**

Name: Patrick J. Mallon  
Title: Executive Director  
Address: 2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone: (323) 881-8291  
Facsimile: (323) 980-7699  
E-Mail Address: [pat.mallon@la-rics.org](mailto:pat.mallon@la-rics.org)

**AUTHORITY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name: Susy Orellana-Curtiss  
Title: Administrative Chief  
Address: 2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone: (323) 881-8292  
Facsimile: (323) 980-7699  
E-Mail Address: [susy.orellana-curtiss@la-rics.org](mailto:susy.orellana-curtiss@la-rics.org)

**AUTHORITY WORK ORDER PROJECT MANAGER:**

Authority Work Order Project Managers will be identified and contact information will be set forth in each Work Order.

**NOTICES TO AUTHORITY:**

Name: Jeanette Arismendez/Melissa Saradpon  
Title: Contracts Manager/Contracts Analyst  
Address: 2525 Corporate Place, Suite 100  
Monterey Park, CA 91754  
Telephone: (323) 881-8254/(323) 881-8289  
Facsimile: (323) 980-7699  
E-Mail Address: [jeanette.arismendez@la-rics.org/melissa.saradpon@la-rics.org](mailto:jeanette.arismendez@la-rics.org/melissa.saradpon@la-rics.org)

**CONTRACTOR'S ADMINISTRATION**

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**CONTRACTOR'S NAME**

**CONTRACTOR'S PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_  
\_\_\_\_\_

E-Mail Address: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_  
\_\_\_\_\_

E-Mail Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_  
\_\_\_\_\_

E-Mail Address: \_\_\_\_\_  
\_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_  
\_\_\_\_\_

E-Mail Address: \_\_\_\_\_  
\_\_\_\_\_

## **CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

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Address

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Internal Revenue Service Employer Identification Number

### **GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### **CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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Authorized Official's Printed Name and Title

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Authorized Official's Signature

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Date

**Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

### **CONTRACTOR NAME**

#### **GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the Los Angeles Regional Interoperable Communications System Authority (Authority) to provide certain services to the Authority. The Authority requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

#### **CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the Authority for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the Authority by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the Authority pursuant to any agreement between any person or entity and the Authority.

#### **CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the Authority and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the Authority. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the Authority. The Authority has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in Authority work, the Authority must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the Authority.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the Authority. Contractor and Contractor's Staff agree

to forward all requests for the release of any data or information received to Authority's Work Order Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the Authority, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or Authority employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other Authority vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the Authority may seek all possible legal redress.

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Signature

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Printed Name

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Position

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Date

## **CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: If needed and require by the Authority pursuant to a Request for Bid, this certification is to be executed and returned to the Authority with the Contractor's executed Work Order. Work cannot begin on the Work Order until the Authority receives this executed document should this document be required.)

**CONTRACTOR NAME**

**Employee Name**

### **GENERAL INFORMATION:**

Your employer referenced above has entered into a Master Agreement with the Los Angeles Regional Interoperable Communications System Authority (Authority) to provide certain services to the Authority. The Authority requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

### **EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the Authority for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the Authority by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from Authority pursuant to any agreement between any person or entity and the Authority.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the Authority, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the Authority, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

### **CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the Authority and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the Authority. In addition, I may also have access to proprietary information supplied by other vendors doing business with the Authority. The Authority has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in Authority work, the Authority must ensure that I, too, will protect the confidentiality of

such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the Authority. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the Authority. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the Authority, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or Authority employees who have a need to know the information. I agree that if proprietary information supplied by other Authority vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

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Signature

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Printed Name

---

Position

---

Date

# *Safely Surrendered Baby Law*



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

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

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

## A baby's story

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

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

[www.babysafela.org](http://www.babysafela.org)

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

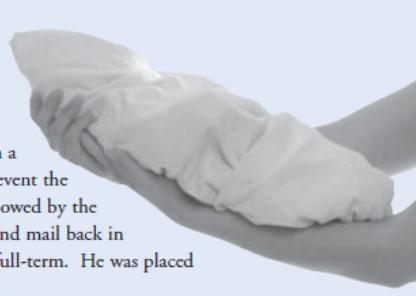
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

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

### Why is California doing this?

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



# *Ley de Entrega de Bebés Sin Peligro*



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

**Sin pena. Sin culpa. Sin nombres.**

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

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## Historia de un bebé

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

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)

### ¿Cómo funciona?

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

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

### ¿Qué pasará con el bebé?

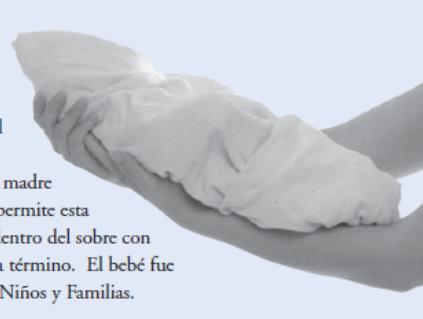
El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

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

### ¿Por qué se está haciendo esto en California? ?

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



## IRS NOTICE 1015

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



### Notice 1015

(Rev. December 2013)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

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Notice 1015 (Rev. 12-2013)  
Cat. No. 20599I

**Title 2 ADMINISTRATION**  
**Chapter 2.206**  
**DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.
- G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  1. Chief Executive Office delegated authority agreements under \$50,000;
  2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
  1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

July 16, 2015

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

Dear Directors:

### **DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE A ROAD ACCESS AGREEMENT WITH THE ROWLAND WATER DISTRICT**

#### **SUBJECT**

Board approval is requested to authorize the Executive Director to execute a Road Access Agreement, on a gratis basis, with the Rowland Water District to use a road owned by the Rowland Water District to access the Puente Hills Nike (PHN) site to add to the Long Term Evolution (LTE) Public Safety Broadband Network (PSBN) project.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Delegate authority to the Executive Director to execute the Road Access Agreement with the Rowland Water District, substantially similar in form to the enclosed.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions would allow the Executive Director to complete negotiations on and execute, with approval as to form by LA-RICS' counsel, a gratis Road Access Agreement with the Rowland Water District to use a road to access the PHN LTE site for the PSBN project. The PHN site is owned by the County of Los Angeles, and the County has permitted the use of the site to collocate LTE equipment for the PSBN project. The road to the PHN site is owned by the Rowland Water District, and their permission is needed to use the road to access the site.

**AGENDA ITEM B**

The Rowland Water District is requiring that the Authority pay for any damage caused to the road as a result of the Authority's actions.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions and will review and approve as to form all of the final Access Agreements.

**AGREEMENTS/CONTRACTING**

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to negotiate and execute Access Agreement with the County of Los Angeles.

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

PJM:WST:pl

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Enclosure

c: Counsel to the Authority

**LICENSE AGREEMENT**  
FOR INGRESS AND EGRESS OVER  
RESERVOIR 14 ACCESS ROAD

THIS LICENSE AGREEMENT ("License") is entered into on July \_\_\_, 2015 by and between ROWLAND WATER DISTRICT, a public entity organized and existing under Division 12 of the Water Code of the State of California (hereinafter "District") and the Los Angeles Regional Interoperable Communications System Authority, a California Joint Powers Authority ("LA-RICS Authority").

**RECITALS**

WHEREAS, District owns and maintains a private access road approximately 20 feet wide and 2,100 feet long, which runs from Vantage Point, a public street, on the north western boundary, traveling south easterly to the south eastern boundary of the land owned by District identified as Assessor Parcel 8261-081-900, also known as the District's Reservoir 14 site, located in the Rowland Heights area of unincorporated Los Angeles LA-RICS Authority (hereinafter "Access Road"). A map showing the Access Road and a legal description of the property on which it stands are attached hereto as Exhibits "A" and "B", respectively, and incorporated herein by reference; and

WHEREAS, LA-RICS Authority desires to use the Access Road for the purpose of transporting construction crew and equipment to the Puente Hills Radio Communication Site owned by the County of Los Angeles (hereinafter "County"), in a manner which does not interfere with District's use of the Access Road and other District activities and functions;

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

**1. USE.** District hereby grants to LA-RICS Authority a non-exclusive license for use of the Access Road for the purpose of transporting LA-RICS Authority, its agents, contractors and their construction equipment to a County owned telecommunication site adjacent to and immediately east of the District's Reservoir 14 site, which is commonly referred to as Puente Hills Radio Communication Site on County-owned land identified as Assessor Parcel 8261-006-900, for the purpose of collocating LA-RICS Authority's telecommunications equipment at the existing telecommunications tower and performing related construction and maintenance work. The use of the Access Road will be done in such a manner that no damage or unusual wear and tear is caused to the Access Road, or the improvements thereon. The LA-RICS Authority, its agents and contractors shall not store, repair, or deposit any motor vehicle, equipment, materials, or supplies on the Access Road for any period of time. The LA-RICS Authority, its agents and contractors may park vehicles on the paved surface of the Access Road during LA-RICS Authority's construction period; provided drivers are available at the site at all times to move the vehicles immediately if instructed to do so by District personnel. The LA-RICS Authority, its agents and contractors shall at no time, block, obstruct, or interfere with access or free passage on and over the Access Road by District, its employees, agents, invitees, licensed contractors, or other persons using the Access Road with the permission of District.

The LA-RICS Authority, its agents and contractors shall not make any cut, excavation, removal, or alteration of any kind to any pavement, curbs, gutter, drainage facility, or other improvement on District property without District's written consent. In the event the LA-RICS Authority's activities cause damage to the Access Road or any improvements associated therewith, the LA-

RICS Authority shall, at the LA-RICS Authority's sole cost and within the time specified by District, restore all improvements damaged to at least as good a condition and repair as they existed prior to LA-RICS Authority's activity, as determined by District in its reasonable judgment, and verified by video and/or photographs taken on location by District prior to the LA-RICS Authority's construction and mutually agreed upon as the existing condition of the Access Road, with common and identical copies kept by both parties prior to the start of the LA-RICS Authority's construction. Under no circumstances shall LA-RICS Authority allow or permit persons to enter or use the Access Road for recreational purposes or any purpose other than those specifically provided for herein.

**2. CONSIDERATION.** Consideration for this License shall be the LA-RICS Authority's faithful performance of its obligations under this License.

**3. TERM.**

A. The License granted herein shall only be valid from July 16, 2015, (the Commencement Date) to July 16, 2020, (the Completion Date) followed by a 60 day period for the LA-RICS Authority, its agents and contractors to repair all road damage beyond normal wear and tear resulting from the LA-RICS Authority's use of the Access Road, back to the condition as specified by the pre-construction video-photography and/or photographs. The above dates shall not be extended unless otherwise agreed to in writing by both parties.

B. Before the Completion Date, this License may be terminated by District or the LA-RICS Authority, which termination shall be effective 30 days after written notice of termination given the other party in the manner specified in Section 10 hereof. Termination of this License by District or the LA-RICS Authority shall not relieve the LA-RICS Authority of liability for any damages or other sum of money due from the LA-RICS Authority to District hereunder, which shall continue to be due and shall be payable immediately, notwithstanding termination of the LA-RICS Authority's right to use of the Access Road. District reserves the right to terminate the LA-RICS Authority's right to use the Access Road in District's sole discretion, with or without cause, and District shall in no way incur any liability to the LA-RICS Authority or any person or entity claiming under the LA-RICS Authority for termination of the License. The LA-RICS Authority acknowledges that the Access Road is not the only means available to the LA-RICS Authority for ingress and egress to the property and that this License is intended for convenience, rather than necessity. Upon termination, the LA-RICS Authority shall immediately remove any locks placed on the Access Road gate by the LA-RICS Authority and return all keys provided by District.

**4. RESTRICTION ON USE.**

A. The LA-RICS Authority shall not permit or authorize any person other than the LA-RICS Authority's employees, agents, contractors and construction crew, to enter onto or use the Access Road under this License. Nothing herein shall be deemed to give any right or license to the LA-RICS Authority to permit persons other than those specified herein to use the Access Road for any purpose. Authorization to use the Access Road under this License is limited to the uses and persons identified herein. The LA-RICS Authority, its agents and contractors shall be responsible for all persons coming onto District's property under this License to ensure that they do not damage District property or interfere with District's use of the Access Road.

B. The LA-RICS Authority, its agents and contractors shall not make any improvements, alteration, excavation, embankment, or modification to the Access Road or other District property without District's prior written consent.

C. The LA-RICS Authority shall comply with all applicable Federal, State, county and local statutes, ordinances, regulations, rules, and orders applicable to LA-RICS Authority's activities on or about the Access Road.

**5. SECURITY.** Entry onto the Access Road is restricted by means of a locked gate at the entrance from Vantage Point Drive. Upon commencement of the term of this License, District will provide the LA-RICS Authority with means to gain entry to the Access Road by supplying the LA-RICS Authority with a key, combination, or opportunity to provide the LA-RICS Authority's own lock. The LA-RICS Authority, its agents and contractors shall be responsible for relocking the gate immediately after any entry to, or exit from, the Access Road by the LA-RICS Authority, its agents and contractors. The LA-RICS Authority shall be responsible for restricting distribution of keys, combinations, or locks within the control of the LA-RICS Authority so as to prevent unauthorized use of the Access Road. The LA-RICS Authority shall be responsible for and shall immediately pay to District, upon demand, all costs, damages, liability, and losses incurred by District as a result of the LA-RICS Authority's failure to comply with the requirements of this Section, including, but not limited to, repair of vandalism, graffiti removal, replacement of stolen property, loss of water or additional treatment of water. The LA-RICS Authority shall indemnify and hold District harmless from any claims, suits, actions, damages, or losses to third parties as a result of the LA-RICS Authority's failure to comply with the requirements of this Section, including claims for property damage, personal injury, and death. The LA-RICS Authority shall return all keys and remove all LA-RICS Authority locks immediately upon the Completion Date, or as soon as repairs required under Section 6, if any, have been completed.

**6. REPAIRS.** The LA-RICS Authority, its agents and contractors, shall be responsible for all damage and unusual wear and tear to District Access Road and improvements arising out of the LA-RICS Authority's use of this Access Road hereunder. The LA-RICS Authority, its agents and contractors shall make all necessary repairs and/or replacements to correct such damage or wear and tear, as well as pay immediately any damages or costs proximately caused by the LA-RICS Authority's use of the Access Road, upon demand by District, within 60 days of the expiration of this License, as long as such damage or unusual wear and tear can be verified to have occurred by comparing preconstruction and post-construction videos and/or photographs of the Access Road.

## **7. INDEMNIFICATION.**

A. The LA-RICS Authority, its agents and contractors, shall indemnify, defend, and hold District, its officers, employees, and agents harmless from and against all claims, losses, damage, actions, suits, expenses, liabilities, and/or costs for 1) property damage, personal injury, or death arising in any way, directly or indirectly, out of LA-RICS Authority's use of the Access Road, including, but not limited to, claims, actions, and liability for property damage or personal injury or death suffered by LA-RICS Authority, its employees, officers, members, shareholders, agents, and/or persons entering onto the Access Road at LA-RICS Authority's invitation or with the LA-RICS Authority's permission or consent; and 2) any injuries, losses, violations, or damages that are caused by LA-RICS Authority's access to the Puente Hills Communication Site. Notwithstanding the foregoing, the LA-RICS Authority shall not be required to indemnify District for liability arising out of the gross negligence or willful misconduct of the District or its employees.

B. District shall indemnify, defend and hold harmless the LA-RICS Authority, its officers, employees, agents and contractors from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from the gross negligence or willful misconduct of the District or its employees arising from and/or relating to the Access Road.

**8. INSURANCE.** The LA-RICS Authority, or its agents and contractors, shall procure and maintain, in effect for the duration of this License, policies of insurance covering comprehensive liability, automobile, and worker's compensation. The LA-RICS Authority, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to District after execution of this license at District's request, prior to start of this agreement. The comprehensive general liability policy and the automobile liability policy shall have a combined single limit per occurrence and annual aggregate limit of not less than One Million Dollars (\$1,000,000.00) per annum. Any policies of comprehensive general liability insurance and automobile liability insurance maintained to comply with the requirements of this section shall name Rowland Water District as an additional insured. The worker's compensation insurance shall be in an amount required by law. Notwithstanding the Commencement Date provided in Section 3, this License shall not become effective until LA-RICS Authority, its agents and contractors, has provided District with evidence of the required insurance.

**9. NO ASSIGNMENT.** This License is personal to the LA-RICS Authority and the LA-RICS Authority shall not assign, transfer, or sell this License or any privilege or rights hereunder in whole or in part and any attempt to do so will be void and will confer no right on any third party.

**10. NOTICES.** All notices required to be given by either party will be made in writing and delivered in person or deposited in the United States Mail, first class postage prepaid, addressed to the party to which it is directed as follows:

**District:**

ROWLAND WATER DISTRICT  
P. O. Box 8460  
Rowland Heights, CA 91748  
Attention: Ken Deck, General Manager  
(562) 690-7142 Fax (562) 697-6149

**LA-RICS Authority:**

LA-RICS AUTHORITY  
Patrick J. Mallon  
2525 Corporate Place, Second Floor  
Monterey Park, California 91754  
(323) 881-82904971

Notices will be deemed effective on the date personally delivered or three days after deposit in the mail. Either party may change the address to which notices are to be sent by written notice to the other party.

**11. ENTIRE AGREEMENT.** This License Agreement constitutes the entire agreement between the parties relating to the use of the Access Road and no modifications or amendments shall be effective unless in writing and signed by both parties.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

A California Joint Powers Authority

ROWLAND WATER DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

MARY J. WICKHAM  
INTERIM COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

**AGENDA ITEM B - ENCLOSURE**



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

July 16, 2015

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

Dear Directors:

### **ACCEPT 2011 URBAN AREAS SECURITY INITIATIVE (UASI) BRIDGE FUNDS PENDING EXTENSION REQUEST**

#### **SUBJECT**

Board approval is requested to accept funds to reimburse expenditures incurred through the current term ending July 31, 2015, pending award of extension request for the balance of Urban Areas Security Initiative (UASI) 2011 funds.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Accept \$2,021,830 in grant funds from the Fiscal-Year 2011 UASI funds as distributed through the California Office of Emergency Services (CalOES), as a bridge award pending decision on an extension request for the balance of funds; and
2. Authorize the Executive Director to execute the 2011 UASI Sub-recipient Agreement, substantially similar to the enclosed, between the City of Los Angeles and the Authority.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On October 2, 2014 your Board accepted \$18,227,386 in grant funds from the Fiscal-Year 2011 UASI funds, as well as authorized the Executive Director to execute the 2011 UASI Sub-recipient Agreement, substantially similar to the 2010 agreement. From that date forward, the project staff and the grant administrator have been working to secure approval on a spending plan for use of the funds. The initial funding plan

**AGENDA ITEM C**

contemplated the completion of the National Environmental Protection Act (NEPA) process and the beginning of Phase 2 (Construction) on sites found to be exempt from the California Environmental Quality Act (CEQA) and categorically excluded from NEPA. Unfortunately, this plan to address the NEPA process was not accepted and FEMA determined that it required a Programmatic Environmental Assessment (PEA) to cover the entire project. The Authority has been working closely with FEMA to create the necessary documents in order to efficiently and expeditiously reach an environmental determination. These changes necessitate the request that has already been filed by the City of Los Angeles (administrator of the grant) to FEMA (grantor) for the UASI 11 award. The purpose of the extension is to retain the remaining \$16,205,556 for the construction of the LMR System sites in addition to funding other on-going activities, particularly the environmental process. This Agreement will serve as a bridge source of funds, pending verification of the extension, for expenditures incurred through July.

#### **FISCAL IMPACT/FINANCING**

This grant is fully funded by the Department of Homeland Security through CalOES. There is no matching fund requirement.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

#### **AGREEMENTS/CONTRACTING**

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute the bridge agreement in substantially similar form to the enclosed.

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

PJM:SOC:pl

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Enclosure

c: Counsel to the Authority

**SUBRECIPIENT AGREEMENT**

Jurisdiction: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority

Title: FY 11 Urban Area Security Initiative (UASI) Grant Program

City Contract Number \_\_\_\_\_

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## EXHIBITS

- Exhibit A Insurance (Not applicable to this Agreement)
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Certification Regarding Drug Free Requirements
- Exhibit E Grant Assurances
- Exhibit F Grant Guidance Materials
- Exhibit G Workbook Ledgers
- Exhibit H Modification Request Form
- Exhibit I Sole Source Request Form
- Exhibit J Reimbursement Request Form
- Exhibit K CalOES Approved Forms
- Exhibit L Technology Standards
- Exhibit M Budget

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
AUTHORITY ("LA-RICS"), A JOINT POWERS AUTHORITY

THIS SUBRECIPIENT AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City,"), and the Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority created under the laws of California (the "Subgrantee" or "Subrecipient").

WITNESSETH

WHEREAS, the U.S. Department of Homeland Security ("DHS"), through the Grant Programs Directorate within the Federal Emergency Management Agency ("FEMA" and along with DHS, collectively "Grantor"), has provided financial assistance to the Los Angeles/ Long Beach Urban Area ("LA/LBUA") through the Fiscal Year (FY) 2011 Urban Areas Security Initiative Grant Program ("UASI 11" or the "Grant") in the amount of \$58,035,381.00 ("Grant Funds"), such Grant Funds having been awarded by Grantor to the City, as a Core City, for use in the LA/LBUA and such Grant having been accepted by the City Council on June 6, 2012 (C.F. #11-1256); and

WHEREAS, the LA/LBUA consists of the City of Los Angeles, the City of Long Beach, the unincorporated area of the County of Los Angeles, and participating jurisdictions, including the Subrecipient; and

WHEREAS, the Grant is administered for the LA/LBUA by the City of Los Angeles and is overseen by the California Emergency Management Agency ("CalEMA") and its successor agency, the California Governor's Office of Emergency Services (along with CalEMA, "CalOES"); and

WHEREAS, the Grant is being provided to support the development, sustainment and delivery of core capabilities essential to achieving National Preparedness Goal by addressing the unique equipment, training, planning, organization, and exercise needs of the LA/LBUA, and assisting it in building an enhanced and sustainable capacity to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; and

WHEREAS, the City has designated the Mayor's Office of Public Safety ("Mayor's Office") to provide for the proper monitoring of the funding and administration of the Grant; and

WHEREAS, on or about September 22, 2014 the Grantor approved extending the grant performance period to July 31, 2015 ("Extension") and such Extension having been accepted by the Los Angeles City Council on December 2, 2014 (C.F. #14-0820-S1); and

WHEREAS, the Mayor's Office wishes to disburse UASI 11 Grant Funds allocated to the Subrecipient as a participating jurisdiction in the LA/LBUA in accordance with this Agreement; and

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F. #11-1256, dated June 29, 2015).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I.  
INTRODUCTION

**§101. Parties to the Agreement**

The Parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and
- B. Los Angeles Regional Interoperable Communications System Authority (“LA-RICS”), a joint powers authority, having its principal office at 2525 Corporate Place, Suite 200, Monterey Park, CA 91754.

**§102. Representatives of the Parties and Service of Notices**

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

Jeffrey F. Gorell, Deputy Mayor  
Mayor's Office of Public Safety  
200 N. Spring Street, Room 303  
Los Angeles, CA 90012  
Phone: (213) 978-0687  
Fax: (213) 978-0718  
jeff.gorell@lacity.org

- 2. The representative of the Los Angeles Regional Interoperable Communications System Authority (“LA-RICS”), a joint powers authority shall be:

Patrick Mallon, LA-RICS Executive Director  
2525 Corporate Place, Suite 200, Monterey Park, CA 91754  
Office: 323-881-8290  
Fax: 323-264-0718  
Email: pat.mallon@la-rics.org

with a copy to:

Susy Orellana-Curtiss  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754  
Office: (323) 881-8292  
Fax: (323) 264-0718  
Email: Susy.Orellana-Curtiss@LA-RICS.org

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

#### §103. Independent Party

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

#### §104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide copies of the following documents to the City, unless otherwise exempted.

- A. [Intentionally Omitted]
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in

any Disclosure Form previously filed by Subrecipient. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

- D. Certification Regarding Drug Free Workplace Requirements in accordance with § 415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof. Subrecipient hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall be from November 18, 2011 to July 31, 2015 (the "Term"); provided, however, that any and all expenditures made by Subrecipient shall be reimbursed by Subrecipient's allocation of Grant Funds pursuant to this Agreement only if such expenditures were made no later than 30 days prior to the end of the Term of this Agreement (the "Expenditure Deadline"). Any and all expenditures made by Subrecipient after the Expenditure Deadline shall not be reimbursed under this Agreement unless, prior to such expenditure, the Mayor's Office, in its sole discretion, has approved in writing the making of such expenditure after the Expenditure Deadline. Subrecipient shall cooperate with any necessary close out activities in connection with its use of the Grant Funds. The Budget is attached as Exhibit M hereto. The City and Subrecipient each acknowledge that such Budget has been approved by each of them and shall be the Budget under the Agreement.

§202. Use of Grant Funds

- A. Subrecipient's allocations and use of funds under this Grant shall comply and be in accordance with, and subject to, the guidance, regulations and requirements set forth in the following: (1) DHS FY 2011 Homeland Security Grant Program Guidance and Application Kit Sections I and II ("DHS 11 Guidance"), (2) Grantor Information Bulletins, (3) CalEMA 2011 Recipient Handbook ("CalEMA 11 Handbook"), (4) CalEMA FY 11 Homeland Security Grant Program California Supplement to Federal Guidance and Application Kit ("CalEMA 11 Supplement"), (5) CalEMA and CalOES Grant Management Memos ("GMM"), (6) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (7) Grantor's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, (8) CalEMA FY 11 Grant Assurances, attached hereto as Exhibit E and made a part hereof, (9) DHS Standard Administrative Terms and Conditions set forth in Section 6.1.1 of the DHS Chief Financial Officer financial management policy manual available at <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf> ("DHS Terms and Conditions") and (10) this Agreement. Subrecipient shall use the Grant Funds allocated to it to support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments and projects identified in the Investment Justifications, which were submitted as part of the California FY 2011 Homeland Security Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in

the California FY11 Investment Justifications submitted to DHS/FEMA/CalOES and evaluated through the peer review process. Subrecipient shall comply with any cost sharing commitments included in such FY11 Investment Justifications, where applicable. Subrecipient agrees that Grant Funds will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds, and, upon request by the City, CalOES and Grantor, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds. Subrecipient shall use its allocation of Grant Funds in a manner consistent with the components of the National Preparedness System as set forth by the Grantor.

- B. Subrecipient hereby certifies that it has the legal authority to apply for the financial assistance given through the Grant and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Grant Funds.

Subrecipient shall assure that Grant Funds allocated to it are used for allowable, fair and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years. Subrecipient agrees that it will comply with the provisions and prohibitions regarding duplication of Federal assistance as set forth in 2 CFR Parts 220, 225, 225 Appendix A paragraph (C)(3)(c), 230 and 48 CFR Part 31.2, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in the Grant or this Agreement may not be charged to other federal awards to overcome fund deficiencies. Subrecipient shall also comply with the applicable provisions of the Improper Payments Information Act (IPIA) of 2002 (P.L. 107-300), as amended.

Subrecipient shall notify City and CalOES of any developments that have a significant impact on Grant Fund supported activities of Subrecipient, including changes to key program staff. Subrecipient shall cooperate with any special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities contemplated by this Agreement.

Subrecipient shall not be delinquent in the repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. Additional information and guidance may be found in OMB Circular A-129, form SF-424B, item number 17.

Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. In the event of a violation of such requirement, Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.

- C. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook which was approved by CalOES prior to the execution of this Agreement (the "Budget"). The Budget contains detailed listings of items and projects for expenditures under the terms of this Agreement and the Grant, and Subrecipient shall use the funds disbursed under this Agreement only for such items.
  - 1. Any request by Subrecipient to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit H. All modification requests must be approved in writing by the City during the Term of this Agreement to be effective.
  - 2. Budget modification requests must be submitted to the City no later than 30 days before the end of each fiscal quarter for which the modification is sought. Submissions made after the deadline will be returned to the Subrecipient and will not be accepted until the following submission period. The City will notify the Subrecipient in writing if modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete modification requests shall be returned to the Subrecipient for revision and shall be accepted by the City when modification requests are accurate and complete. Subrecipient shall not expend any funds on modified budget items for which reimbursement by Grant Funds is sought until such modification is approved by the City and CalOES/Grantor.
  - 3. Final modification requests must be submitted to the City no later than 30 days prior to the end of the Term to provide the City time to meet CalOES/Grantor requirements. At that time, any unexpended funds may be re-directed to other needs across the LA/LBUA. The City will notify Subrecipient, in writing, when unexpended balances may be re-directed.
- D. Subrecipient shall complete a UASI 11 Project Timeline ("Project Timeline") provided by the City to manage its allocation of the Grant Funds. Subrecipient shall provide a completed Project Timeline and any reports requested by the City regarding performance of this Agreement by a date specified by the City. Plans and reports shall be provided in a

timely manner. The completion of each milestone and deliverable referenced in the Project Timeline is subject to the prior review and written approval of the City. Subject to prior City approval, Subrecipient shall update the Project Timeline quarterly, if necessary, and provide such updates to the City in order to monitor and evaluate Subrecipient's performance. Failure to meet any milestones or deadlines as set forth in Subrecipient's Project Timeline may result in the City reducing Grant Funds allocated to the Subrecipient, as more fully set forth in §301 of this Agreement.

- E. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the Mayor's Office. Project extension requests must be submitted to the City no later than 120 days before the end of the applicable project time of performance set forth in the Project Timeline. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension requests are accurate and complete. All extension requests must be approved by CalOES, in its sole discretion, in writing during the term of this Agreement to be effective.
- F. Any equipment acquired pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 11 Handbook, CalEMA 11 Supplement, GMMs, UASI Authorized Equipment List (<https://www.rkb.us>), Grantor Information Bulletins, and DHS 11 Guidance. Subrecipient shall provide the City a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements, which include, but are not limited to, those regulations set forth in OMB Circulars A-87, A-21, A-21, A-102 A-110, A-122, A-133, Executive Order (E.O.) 12372, the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13. Subrecipient shall maintain equipment acquired or obtained with Grant Funds in accordance with the provisions set forth in 44 CFR §13.32. Any and all property or equipment purchased in connection with this Agreement shall revert to CalOES if the Grant Funds allocated to the Subrecipient are deobligated/disallowed and/or not promptly repaid as required by applicable Grant regulations.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a

- manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
- G. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more. Items costing less than \$5,000, but falling into the following categories are also considered Equipment: (1) electronics communications equipment for stationary or vehicular use, including cellular telephones acquired by lease or purchase, and (2) electronic office equipment, including facsimile machines, copiers, electric typewriters, personal computers (monitors and CPU's), terminals and printers.
1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
  2. Subrecipient shall make Equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
  3. An equipment ledger, attached hereto as Exhibit G, shall be maintained for each item of Equipment acquired for the program. This record must be updated quarterly and forwarded to the City along with completed reimbursement request forms (Exhibit J), when applicable. Records must be retained pursuant to the current edition of the DHS Financial Management Guide, and Title 44 CFR Part 13 and all other applicable Grantor regulations. For each piece of equipment, the record shall include:
    - (a) The line item number and project number as stated in the Budget
    - (b) The equipment description as stated in the Budget
    - (c) The Authorized Equipment Listing number (AEL) found at <http://www.rkb.mipt.org>

- (d) The AEL title
  - (e) The invoice number
  - (f) The vendor
  - (g) Total cost (prime vendor)
  - (h) Total cost (general)
  - (i) Cash request #
  - (j) Acquired date
  - (k) ID Tag #
  - (l) The condition and disposition of the equipment, indicating whether it is new or used
  - (m) The deployed location, including the address and/or name of the facility where the equipment is located
  - (n) The name and contact information to whom the equipment is assigned.
  - (o) Environmental and Historical Preservation (EHP) Notes
4. All equipment obtained under this Agreement shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible. Subrecipient also agrees that, when practicable, any equipment purchased with Grant Funds shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"
  5. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every year.
  6. Subrecipient must obtain a performance bond for any equipment item over \$250,000; or any vehicle, aviation or watercraft (regardless of the cost) financed with UASI grant funds.
  7. Requests for aviation equipment must be made in writing and accompanied by a completed Aviation Equipment Request form, attached hereto as Exhibit K.
  8. Requests to establish or enhance Emergency Operation Centers (EOCs) must be made in writing and accompanied by a completed

- Establish/Enhance EOC Request form, attached hereto as Exhibit K.
9. Requests to establish or enhance the LA/LBUA Joint Regional Intelligence Center (JRIC) must be made in writing and accompanied by a completed Establish/Enhance JRIC Request form, attached hereto as Exhibit K.
  10. Aviation, EOC, Watercraft, EHP and JRIC Request forms must be approved by CalOES in writing during the term of this Agreement. Request forms must be submitted to the City within 60 days of project commencement date. Purchases may not be made nor may the project commence until Request forms are submitted to and approved by the City. The City will notify the Subrecipient in writing if Request forms are inaccurate and/or incomplete. Inaccurate and/or incomplete Request forms shall be returned to the Subrecipient for revision and shall be accepted by the City when Request forms are accurate and complete.
  11. If applicable, Subrecipient must meet the deadline for the any equipment items listed in its Project Timeline, as approved by the City.
  12. Notwithstanding anything to the contrary in this Agreement, Equipment must meet all mandatory regulatory and/or Grantor adopted standards to be eligible for purchase using Grant Funds. In addition, Subrecipient shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested Equipment.
- H. Any training, planning, or organizational activities paid or any exercise undertaken pursuant to this Agreement shall be authorized, subject to, and in compliance with the CalEMA 11 Handbook, CalEMA 11 Supplement, GMMs, Grantor Information Bulletins, and DHS 11 Guidance. A catalogue of Grantor approved and sponsored training courses is available at [http://www.firstrespondertraining.gov/odp\\_webforms](http://www.firstrespondertraining.gov/odp_webforms). Subrecipient must have a City approved, tangible deliverable for all planning projects. Plans and reports for all organizational activities shall be in the form requested by the City, and shall be provided in a timely manner. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>. Reference materials and additional details are available at <http://www.oes.ca.gov>.
- I. Funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy

policies, and achieve (at a minimum) a baseline level of capability as defined by the Fusion Capability Planning Tool.

- J. As required by CalOES, the City shall provide Subrecipient with an electronic, interactive, Financial Management Forms Workbook, based on the pro forma template, incorporated herein by reference. Subrecipient shall continuously maintain the Project Management Workbook to access, complete and update the following documents:
  - (1) Reimbursement Checklist
  - (2) Reimbursement Request Form
  - (3) Equipment Ledger
  - (4) Training Roster
  - (5) Exercise Roster
  - (6) Planning Roster
- K. Any and all requests for Sole Source procurements or contracts must be approved by the City and CalOES prior to Subrecipient entering into such contract. Such request shall be made on a Sole Source Request Form, as attached hereto as Exhibit I. Any such request may be denied by City and CalOES in their sole discretion.
- L. Any Grant Funds allocated to the Subrecipient which are used for the improvement of real property must be promptly repaid following deobligation/disallowment of such costs. CalOES shall have the right to place a lien on any such improved real property for any amounts owed in connection with such deobligation/disallowment.
- M. Subrecipient agrees that any equipment, products, exercise, training, planning and organizational activities or any other services purchased, or the costs of which are reimbursed by, Grant Funds shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and such products, services or activities not so compliant shall be not eligible for reimbursement by Grant Funds. A list of technological standards currently approved by the LA/LBUA region is attached as Exhibit L. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data as set forth in Section 416 of this Agreement.
- N. When using Grant Funds to support the purchase of emergency communication equipment or activities related to the provision of emergency communications equipment, Subrecipient shall comply with the FY 2014 SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

III.

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The City of Los Angeles shall disburse to Subrecipient its allocated Grant amount of Two Million, Twenty One Thousand, Eight Hundred Thirty Dollars (\$2,021,830) to be used for purchase of equipment, planning, exercises, organizational activities, and training as described in Section 202 above. The Grant Amount represents the amount allocated to Subrecipient in the UASI 11 grant award and budget, as may be amended. The disbursement shall be made on a reimbursement basis only.

Subrecipient shall maintain procedures to minimize the time elapsing between the award of Grant Funds and the expenditure of funds to be reimbursed by such Grant Funds.

- B. Subrecipient shall prepare, maintain and provide to the City invoices requesting payment as well as purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from Grant Funds is sought under this Agreement. All such supporting documentation shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of the Subrecipient, and the City will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. In addition, each reimbursement request shall be accompanied by the Reimbursement Request Form (Exhibit J) and Equipment Ledger (Exhibit G), Training Roster (Exhibit G), Planning Roster (Exhibit G) and/or Exercise Roster (Exhibit G), as applicable, detailing the expenditures made by Subrecipient as authorized by Section 202 above. For equipment for which Subrecipient is requesting reimbursement, an equipment ledger (Exhibit G) and all appropriate back-up documentation must be attached to the reimbursement form, including invoices and supporting documentation, including proof of payment and proof of delivery. For training and exercise reimbursements, Subrecipient must include a copy of the class training roster (Exhibit G) or class exercise roster (Exhibit G) verifying training attendees, proof that a CalOES tracking number has been assigned to the course, and supporting documentation, including timesheets and payroll registers for all training attendees.

1. The Grantor seeks to encourage Regional Projects, where two or more jurisdictions or Urban Areas join together on a given project for the common good of the region. For regional project reimbursements, Subrecipient must include approval from the lead agency for all submitted invoices.
  2. Reimbursement requests must be submitted to the City monthly. Final reimbursement requests for the grant period must be submitted to the City no later than 30 days prior to the end of the Term. The City will notify the Subrecipient in writing if reimbursement requests are inaccurate and/or incomplete. Inaccurate and/or incomplete reimbursement requests shall be returned to the Subrecipient for revision and shall be accepted by the City when reimbursement requests are accurate and complete.
- C. Payment of final invoices shall be withheld by the City until the City has determined that Subrecipient has turned in all supporting documentation and satisfied the requirements of this Agreement.
- D. If applicable, Subrecipient must account separately for all interest income earned from the Grant Funds. In accordance with Grantor regulations and 44 CFR Part 13, interest earned on Grant Funds must be reported and returned to the City. Subrecipient will maintain records of and account for any interest earned, if applicable, on Grant Funds. If applicable, Subrecipient shall promptly return to the City all Grant Funds received which exceed the approved, actual expenditures as accepted by CalOES and Grantor. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the reimbursement payable to the Subrecipient will be reduced accordingly.
- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. Funding for all periods of this Agreement is subject to the continuing availability to the City of federal funds for this program from the Grantor. The Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Federal grant funds.
- F. The City reserves the right at any time to modify the amount of Grant Funds allocated to the Subrecipient in this Agreement in the event that the Subrecipient does not meet milestone spending deadlines or other project milestones for their contemplated projects as set forth in Subrecipient's Project Timeline. The Subrecipient will be notified in writing of such modifications made to its allocation of Grant Funds for failure to meet milestones or deadlines set forth in its Project Timeline. Such modifications include, but are not limited to, suspension, termination or reduction of Grant Funds allocated to the Subrecipient. In addition,

Subrecipient shall promptly repay to City any unapproved expenditures relating to such modifications.

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

IV.  
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§403. Integrated Agreement

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

#### §404. Excusable Delays

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

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

#### §405. Breach

Except for excusable delays as described in §404 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### §406. Prohibition Against Assignment or Delegation

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

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

#### §407. Permits

Subrecipient and its directors, officers, agents, employees and contractors/subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates, or other documents.

#### §408. Nondiscrimination and Affirmative Action

Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, the County and the City of Los Angeles. In performing this Agreement, the Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

#### §409. Bonds

Duplicate copies of all bonds, which may be required hereunder, shall conform to City requirements established by charter, ordinance or policy and all federal requirements regarding the use of Grant Funds and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

#### §410. Indemnification

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

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

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

## §411. Conflict of Interest

- A. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties. Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
    - 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
    - 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
    - 3. The participation of such person would be prohibited by 44 CFR §13.36, the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
  - B. Definitions:
    - 1. The term "immediate family" includes but is not limited to domestic partners and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

2. The term "financial or other interest" includes but is not limited to:
  - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub subcontractor" for "Subcontractor".

#### §412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code §6250 *et seq.*).

#### §413. Minority, Women, and Other Business Enterprise Outreach Program

It is the policy of the City to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all contracts and subcontracts, including procurement, construction and personal services. In accordance with CalOES/Grantor directives, as applicable, Subrecipient agrees that, to the extent contractors or subcontractors are utilized, Subrecipient shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

#### §414. Publications and Use of Grantor Markings

All publications created or published with funding under this Grant shall prominently contain the following statement: "*This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.*" Subrecipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part by Grant Funds.

Subrecipient shall obtain Grantor approval prior to using Grantor seal(s), logos, crests or reproductions of flags or likenesses of Grantor agency officials, including the use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### §415. Compliance with State and Federal Statutes and Regulations

##### A. Statutes and Regulations Applicable To All Grant Contracts

Subrecipient shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new,

amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. When reference is made in the provisions set forth in this Section 415 with regards to laws, rules and regulations "as applicable" (or a variation thereof) to the Subrecipient, it shall be construed to mean "as applicable" to the Subrecipient as a subgrantee of the Grant. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

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

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Subrecipient shall adhere to applicable rules and regulations of the Single Audit Act, 31 USC §7501 *et seq.*; City Council action dated February 4, 1987 (C.F. No. 84 2259 S1); and any administrative regulation or field memos implementing such Act.

3. Americans with Disabilities Act

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

Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person

with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Any contract entered into by the Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

- a. Subrecipient shall comply with all applicable lobbying prohibitions and laws, including those found in 31 U.S.C. §1352, et seq., and agrees that none of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan or cooperative agreement. Subrecipient shall not use any funds provided under this Agreement, directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.
- b. Concurrent with the execution of this Agreement, Subrecipient shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. §1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Subrecipient until the Certification is filed.
- c. Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

- a. At any time during normal business hours and as often as the Grantor/CalOES, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. Subrecipient hereby gives the Grantor/CalOES, the City, the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California and the Office of Inspector General, through any authorized representative, access to, and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor or CalOES, through any authorized representative, or as required by applicable law, Grant regulations and guidance.
- b. Subrecipient agrees to submit timely, complete and accurate reports to appropriate Grantor, CalOES and City representatives as may be requested and maintain appropriate support documentation to support such reports. Subrecipient shall comply with all other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities funded by Grant Funds.
- c. Subrecipient shall cooperate with any compliance review or complaint investigation conducted by the Grantor, CalOES and/or the City in connection with Subrecipient's use of Grant Funds.
- d. Subrecipient shall require any of its subgrantees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with the provisions governing Grantor, CalOES and the City's access to records, accounts, documents, information, facilities and staff as set forth in this Section 415(A)(5).

e. The provisions of this Section shall survive the termination of this Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and CalOES/Grantor with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters.

"Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. Subrecipient shall establish a proper accounting system in accordance with generally accepted accounting standards and/or CalOES/Grantor directives. The provisions of this Section shall survive the termination of this Agreement.

7. Subcontracts and Procurement

Subrecipient shall comply with applicable State, Federal and Subrecipient standards in the award of any subcontracts, including complying with the provisions set forth in 44 CFR §13.36. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall ensure that the terms of this Agreement with the City are incorporated into all subcontract agreements. Subrecipient shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective subcontract agreement.

8. Labor

- a. Subrecipient shall comply, as applicable, with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).
- b. Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- c. Subrecipient shall comply with minimum wage and maximum hours provisions, as applicable, with the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
- d. None of the funds shall be used to promote or deter union/labor organizing activities in accordance with California Government Code §16645 et seq.

9. Civil Rights

Subrecipient shall comply, and will assure the compliance of all its agents and contractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 44 Code of Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the OJP Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Subrecipient or any of its subgrantees, contractors or subcontractors being funded with Grant Funds, or the Subrecipient or any of its subgrantees, contractors or subcontractors settles a case or matter alleging such discrimination, the Subrecipient will forward a copy of the complaint and findings to the City, the Grantor/CalOES and the United States Department of Justice Office of Civil Rights, Office of Justice Programs. If, during the past three years, the Subrecipient has been accused of any such discrimination, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City, the Grantor/CalOES, and the United States Department of Justice Office of Civil Rights.

Subrecipient will comply with the requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Subrecipient shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

10. Environmental

- a. Subrecipient shall comply, or has already complied, with the applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq. [P.L. 91-646]) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Subrecipient shall also comply, as applicable, with Title 44 CFR Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
- b. Subrecipient shall comply, as applicable, with, and provide any information requested by DHS/FEMA/CalOES to ensure compliance with, the following laws: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990 and 44 CFR Part §9; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.

- c. Subrecipient shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipient shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Subrecipient agrees not to undertake any project funded by the Grant having the potential to impact the EHP resources without prior written approval of City and DHS/FEMA/CalOES, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, any structure over 50 years old, and purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. Subrecipient must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City and CalOES for review. If ground-disturbing activities occur during the project implementation, the Subrecipient must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Subrecipient will immediately cease activity in that area and notify the City and DHS/FEMA/CalOES and the appropriate State Historic Preservation Office.
- d. Subrecipient shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- e. Subrecipient shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- f. Subrecipient shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

- g. Subrecipient shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of Subrecipient's projects funded by the Grant are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and DHS/FEMA/CalOES of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- h. Subrecipient is, and shall be in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
- i. Subrecipient shall comply, as applicable, with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply with applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

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

12. Suspension and Debarment

Subrecipient shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment required by Executive Order 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award

at all tiers and that all subcontractors shall certify accordingly. Subrecipient shall not make any award or permit any award (subcontract or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

13. Drug-Free Workplace

Subrecipient shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et. seq., 44 CFR Part 17, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Subrecipient shall execute and submit to the City concurrent with the execution of this Agreement the Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof.

14. Miscellaneous

Subrecipient shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities supported by these Grant Funds. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212).

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 44 Code of Federal Regulations (CFR) Subchapters A, B and C; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts

215, 225, 220, and 230; Federal Acquisition Regulations (FAR), 48 CFR Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS 11 Guidance; CalEMA 11 Supplement; CalEMA 11 Handbook; CalEMA FY11 Grant Assurances (attached hereto as Exhibit E); Grantor Information Bulletins; and GMMs.

2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
3. Technology Requirement:
  - (a) Subrecipient shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for all projects funded by this Grant. Further information about the required use of NIEM specifications and guidelines is available at [www.niem.gov](http://www.niem.gov).
  - (b) For any information technology system funded by Grant Funds under this Agreement, Subrecipient shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable.
4. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Subrecipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Grant Funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.
5. Subrecipient shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Subrecipient understands and agrees that it, and any of its subrecipients, employees or subgrantees that are private entities, may not:
  - (a) Engage in severe forms of trafficking in persons during the period of time that this Grant award is in effect;
  - (b) Procure a commercial sex act during the period of time that the Grant award is in effect; or
  - (c) Use forced labor in the performance of the award or subaward under this Grant award.

Subrecipient understands and agrees that the City, CalOES and/or Grantor may unilaterally terminate this Grant award to Subrecipient, without penalty, if Subrecipient:

- (d) Is determined to have violated a prohibition identified in this paragraph 5, subparagraph a, b, or c; or
- (e) Has an employee who is determined by an agency official authorized to terminate this Grant award to have violated any such prohibition through conduct that is either
  - (i) associated with performance under this Grant award; or
  - (ii) imputed to the Subrecipient or its authorized agent using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, as implemented by Grantor at 2 CFR Part 3000.

Subrecipient further understands and agrees that:

- (f) It must inform the City and CalOES immediately of any information received from any source alleging a violation of a prohibition in this paragraph 5, subparagraph a, b or c;
- (g) Grantor's right to terminate unilaterally as described in this paragraph 5 implements Section 106(g) of the TVPA, and that the right of the City, CalOES and Grantor to terminate this Grant award and Agreement unilaterally is in addition to all other remedies for noncompliance that are available under this Grant.
- (h) For purposes of this paragraph 5:
  - (i) "Employee" means either:
    - i. an individual employed by the Subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. another person engaged in the performance of the project or program under this Grant award and not compensated by Subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - (ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for

labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

- (iii) "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
  - (iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended.
6. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the Subrecipient has not been approved by the Grantor for and has access to such information. In the event Subrecipient has been so approved for and has access to such information, Subrecipient shall not use any Grant Funds to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; Eos 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>. Upon determination by Subrecipient that Grant Funds will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such contract, subaward, or other agreement, Subrecipient shall contract the City and ISPB,

or the applicable federal department or agency, for approval and processing instructions.

7. Subrecipient shall ensure that any of its potential subrecipients of Grant Funds has provided its Data Universal Numbering System (DUNS) number.
8. Subrecipient shall comply with Grantor guidelines regarding the handling of sensitive personally identifiable information, as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_guide\\_spii\\_handbook.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_spii_handbook.pdf).
9. Subrecipient shall comply with the applicable requirements of the Federal regulations at 45 CFR Part §46 and DHS Management Directive 026-04 regarding the protection of human subjects in research.
10. Subrecipient shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.
11. Subrecipient shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
12. Subrecipient shall comply with the requirements that project activities supported with Grant Funds and carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
13. Subrecipient shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

C. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances or the Grant Assurances attached hereto as Exhibit E may result in suspension, termination or reduction of Grant Funds, and

repayment by Subrecipient to City of any unlawful expenditures. Subrecipient shall be liable to the Grantor for any funds the Grantor determines that Subrecipient used in violation of these Grant Assurances and Subrecipient shall indemnify and hold harmless the City for any sums the Grantor determines Subrecipient used in violation of the Grant Assurances. The provisions of this paragraph shall survive termination of this Agreement.

#### §416. Inventions, Patents and Copyrights

##### A. Reporting Procedure for Inventions

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

##### B. Rights to Use Inventions

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

##### C. Copyright Policy

Unless otherwise provided by the terms of the Grantor/FEMA or of this Agreement, when copyrightable material (“Material”) is first produced or developed as part of a project funded by Grant Funds, the Grantor/FEMA,

at Grantor/FEMA's discretion, may copyright the Material. If the Grantor/FEMA declines to copyright the Material, the Grantor/FEMA shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds. Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Grant.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

[THIS SECTION INTENTIONALLY LEFT BLANK]

V.  
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

**§501. Defaults**

Should Subrecipient fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to terminate the Agreement, reserving all rights under state and federal law.

**§502. Amendments**

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

Subrecipient agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement.

**§503. Complete Agreement**

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes forty-four (44) pages and thirteen (13) Exhibits which constitute the entire understanding and agreement of the parties.

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

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

<p>APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ Truc L. Moore, LA-RICS Counsel</p> <p>Date _____</p>	<p>For: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority</p> <p>By _____ Patrick Mallon, LA-RICS Executive Director</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____ Susy Orellana-Curtiss, LA-RICS Administrative Deputy</p> <p>Date _____</p>	<p>[SEAL]</p>

City Business License Number: \_\_\_\_\_

Internal Revenue Service ID Number: \_\_\_\_\_

Council File/OARS File Number: \_\_\_\_\_ Date of Approval \_\_\_\_\_

City Contract Number: \_\_\_\_\_