

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

---

Date: July 28, 2011

CAO File No. 0220-03231-0042  
Council File No. 11-0930  
Council District: --

To: The Council

From: Miguel A. Santana, City Administrative Officer *MS*

Reference: Board of Police Commissioners Transmittal dated June 1, 2011

Subject: **2009 COMMUNITY ORIENTED POLICING SERVICES TECHNOLOGY GRANT PROGRAM – BUDGET MODIFICATION**

---

### SUMMARY

The Los Angeles Police Department (LAPD) requests authority to modify the Fiscal Year 2009 Community Oriented Policing Services (FY09 COPS) Technology grant award of \$500,000. The grant was provided by the U.S. Department of Justice, COPS Office and has a performance period effective March 11, 2009 through March 10, 2012. This award was provided to the City specifically for the development of an emergency mass notification system. The goal of this mass notification system is to quickly deliver alert, warning and instructional messages to City residents and businesses in the event of natural or man-made disasters that threaten life or property.

The LAPD has received approval from the COPS Office to utilize grant funds to access the County of Los Angeles (County) "Alert LA County" emergency notification system (System) and to implement the City's Public Emergency Mass Notification System Community Education Program (CEP). The City will utilize \$445,000 to contract with the County for use of the System hosted by the County's vendor, Twenty First Century Communications, Inc. (Vendor). The System is a web-based communication system designed to make mass telephone calls and/or send text messages and e-mails to City residents and businesses during emergencies, disasters or as otherwise determined by the City. The City will utilize 2,000,000 minutes at \$0.16 per voice message for a total of \$320,000. A total of 2,500,000 text message attempts at \$.05 each will be utilized for a total of \$125,000. The term of the Memorandum of Agreement with the County is for one year, effective on the date of execution, with four one-year options to extend.

The Vendor will establish a separate account for the City within the System. The County will charge the City a one-time set-up fee of \$5,000 to establish the City's sub-account. The sub-account will track and monitor the City's use of the System on a monthly basis. The County will issue an invoice to the City which identifies usage of the System by the City. The City in turn will reimburse the County at the rates detailed above.

The City will utilize \$50,000 of grant funds to implement the City's CEP. The CEP will promote awareness and encourage City residents to register their cellular and Voice over Internet Protocol numbers and e-mail addresses in order to get notification of any citywide emergencies. Activities for

the CEP include but not limited to the following: 1) public service announcements on television and radio; 2) production of publicity materials; 3) production of emergency notification messages; and, 4) production of graphic materials for television, social media sites and City websites.

Acceptance of the grant does not require a direct match. Further details on the grant are provided in the attached correspondence from the Board of Police Commissioners dated June 1, 2011.

## **RECOMMENDATIONS**

That the Council, subject to the approval of the Mayor:

1. Authorize the Chief of Police or designee to accept the United States Department of Justice, Community Oriented Policing Services (COPS) Office's approval of a budget modification to the 2009 COPS Technology Grant;
2. Authorize the Chief of Police or designee to execute the draft Memorandum of Agreement between the City and the County of Los Angeles (County), during the period of March 11, 2011 to March 10, 2012, for a sum not to exceed \$445,000, for the City's use of the County's mass notification system, subject to City Attorney approval as to form and legality;
3. Authorize the Los Angeles Police Department (LAPD) to submit grant reimbursement requests to the grantor and deposit grant receipts in the Police Department Crime Bill/More Fund No. 650, Department 70;
4. Authorize the Controller to establish a grant receivable in Fund 650 in the amount of \$500,000 and establish an appropriation account, account number to be determined, within Fund 650, Department 70, for the receipt and disbursement of grant funds;
5. Authorize the LAPD to spend up to the grant amount of \$500,000 in accordance with the grant award agreement; and,
6. Authorize the LAPD to prepare Controller's instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and authorize and instruct the Controller to implement the instructions.

## **FISCAL IMPACT STATEMENT**

Approval of the recommendations within this report will allow for the expenditure of the 2009 Community Oriented Policing Services Technology Program Grant award totaling \$500,000. There is no impact to the General Fund as a result of these actions. These actions are in compliance with the City's Financial Policies in that grant funds are sufficient to support the grant activities.

*MAS:AMY:04120009c*

Attachment

# LOS ANGELES POLICE COMMISSION

BOARD OF  
POLICE COMMISSIONERS

JOHN W. MACK  
PRESIDENT

ALAN J. SKOBIN  
VICE PRESIDENT

RICHARD DRODYAN  
ROBERT M. SALTZMAN  
DEBRA WONG YANG

MARIA SILVA  
COMMISSION EXECUTIVE ASSISTANT I



ANTONIO R. VILLARAIGOSA  
MAYOR

RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

NICOLE C. BERSHON  
INSPECTOR GENERAL

EXECUTIVE OFFICE  
POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

June 1, 2011

BPC #12-0228

The Honorable Antonio Villaraigosa  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

The Honorable City Council  
City of Los Angeles  
c/o City Clerk's Office

Dear Honorable Members:

RE: TRANSMITTAL OF THE BUDGE MODIFICATION FOR THE 2009 COMMUNITY  
ORIENTED POLICING SERVICES (COPS) TECHNOLOGY PROGRAM GRANT

At the regular meeting of the Board of Police Commissioners held Tuesday, May 31, 2011, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

Handwritten signature of Maria Silva in cursive script.

MARIA SILVA  
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

BPC #11-0228

RECEIVED 80

MAY 25 2011

May 31, 2011  
1.17

REVIEWED POLICE COMMISSION

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

  
RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

5/26/11  
DATE

SUBJECT: TRANSMITTAL OF THE BUDGET MODIFICATION FOR THE 2009  
COMMUNITY ORIENTED POLICING SERVICES (COPS) TECHNOLOGY  
PROGRAM GRANT

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the report concurrently to the Mayor and City Council.
3. That the Board REQUEST the Mayor and City Council to:
  - A. AUTHORIZE the Chief of Police or designee to ACCEPT the United States, Department of Justice (USDOJ), COPS Office's approval of a budget modification to the 2009 COPS Technology Grant;
  - B. AUTHORIZE the Chief of Police or designee to negotiate and execute the draft Memorandum of Agreement between the City of Los Angeles (City) and the County of Los Angeles (County), during the period of March 11, 2011 to March 10, 2012, for a sum not to exceed \$445,000, for the City's use of the County's mass notification system, subject to City Attorney approval as to form and legality;
  - C. AUTHORIZE the Los Angeles Police Department (LAPD) to spend the grant funds in accordance to the grant award agreement;
  - D. AUTHORIZE the Controller to set up the grant receivable in the amount of \$500,000 and establish an appropriation account, account number to be determined, within Fund No. 650, Department 70, for the disbursements of COPS Technology Grant funds;
  - E. AUTHORIZE the LAPD to submit grant reimbursement requests to the grantor and deposit grant receipts in Fund No. 650, Department No. 70; and
  - F. AUTHORIZE the LAPD to prepare Controller instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and AUTHORIZE and INSTRUCT the Controller to implement the instructions.

**DISCUSSION**

On September 29, 2009, the USDOJ, COPS Office, awarded the City of Los Angeles (City) \$500,000 for the COPS Technology grant. The award provided funding for the development of a mass notification system to ensure rapid delivery of critical alerts, warnings and instructional messages to City residents and businesses during disasters, emergencies, and other significant Citywide events.

The City has made several attempts to develop a mass notification system over the past several years; however, there has been no funding source to successfully carry out the project. During the initial development of a Request for Proposal for this project, simultaneously, the City began discussions with the County of Los Angeles (County) to access the "Alert LA County" emergency notification system. After several discussions with the County and its vendor, it was determined that the County's vendor could establish a sub-account within the County's system for the City's use. The partnership with the County provides the greatest cost benefit in optimizing the use of grant funds for the intended purpose of timely notifications to City residents and businesses in emergency situations.

In the event of a Citywide emergency, the City will identify the affected areas, access the County's system, and compose messages for a mass notification transmission. The system utilizes the telephone companies' 9-1-1 database and is able to contact land-line telephone numbers, whether listed or unlisted. The system is also TTY/TDD compatible. Citizens who have a cellular or Voice over Internet Protocol (VoIP) number and would like to be notified on that device, or by e-mail notification, must register those telephone numbers and/or e-mail addresses.

As a result of this modification, the City will enter into a contract with the County for the use of the County's mass notification system, for a sum of \$445,000. The City's usage of the County's system will be tracked and billed to the City. The City will utilize \$50,000 in funding to implement the City's Public Emergency Mass Notification System Community Education Program. The program will entail publicizing the availability of the notification system and the registration component, with emphasis to the disabled community. The remaining \$5,000 will be spent on a one-time set-up fee to the County for establishing the City's sub-account.

If you have any questions regarding this matter, please contact Police Administrator Maggie Goodrich, Commanding Officer, Information Technology Bureau, at (213) 486-0370.

Respectfully,



CHARLIE BECK  
Chief of Police

Attachments

**BOARD OF  
POLICE COMMISSIONERS**  
Approved *May 31, 2011*  
Secretary *Maria Selva*



U.S. Department of Justice

Office of Community Oriented Policing Services (COPS)

Grants Administration Division  
145 N Street, NE  
Washington, DC 20530

April 25, 2011

RECEIVED-2  
② MAY 08 2011 4:15 PM

Chief of Police Charlie Beck  
Los Angeles, City of  
100 West First Street  
Room 1072  
Los Angeles, CA 90012

OFFICE OF THE  
CHIEF OF POLICE  
to CAS/GRANT SECT.  
to \_\_\_\_\_  
 Information Only  
 Approp. act on, retain & file  
 Reply to correspondent by you  
 Copy to COP  
 First sheet to COP  
 Forward reply COP signature  
 Forward to Director of COPS  
 File

Re: Technology Program  
Grant #: 2009CKWX0532  
ORI #: CA01942

Dear Chief of Police Beck:

This letter confirms that the COPS Office has received and approved the City of Los Angeles' proposed budget changes to the 2009 COPS Technology grant award listed above. The modification includes:

Within Category Changes:

G. Contracts/Consultants

The City of Los Angeles will use grant funds to access the "Alert LA County" mass notification system and to implement the City's Public Emergency Mass Notification System Community Education Program. This modification will continue to utilize grant funds for the intended purpose of timely notifications to City residents and businesses in emergency situations.

The COPS Office understands that this requested change would permit your agency to secure the necessary items and services needed to complete the initiatives outlined in your original grant application. We understand that the overall grant amount will remain at \$500,000. If you have any questions, please feel free to contact Jalila Sebbata, Grant Program Specialist, at 202-353-9851.

Sincerely,

Josina Talbert  
Lead Grant Program Specialist

cc: COPS Records Center



---

Grants Administration Division  
Washington, D.C. 20530

## Modification Budget Detail Worksheet For Sponsored Grants

*Please return all 10 pages*

### Instructions:

Please use the following pages to request budget modifications for your COPS Sponsored Grants. Before starting your modification request, you should locate your most recent approved budget: either the original budget you submitted for your application or a previously approved modification. In the "original budget" columns of the budget tables, enter the items and costs listed in this version of your budget. In the "actual budget" columns of the budget tables, enter the new costs and/or new items that you are requesting. Every new line item should have a corresponding explanation in the attached budget narrative. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. If you have any questions, please contact your Grant Program Specialist at 1-800-421-6770.

Continue to page 2.













**G. CONTRACTS AND CONSULTANTS**

**CONTRACTS:** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Request for sole source procurements of equipment, technology, or services in excess of \$100,000 must be submitted to the COPS Office for prior approval. PLEASE PROVIDE AN EXPLANATION IN THE BUDGET NARRATIVE FOR ALL NEW CONTRACT COSTS.

Original/Last Approved Modification			Actual Budget			
Contract Description	Bid Type	Total Cost	Contract Description	Bid Type	Total Cost	Difference
Mass Notification System	RFP	\$ 500,000.00				
			<b>Use of LA County System</b>			
		\$ -	Voice minutes:	2,000,000 @ \$.16	\$ 320,000.00	\$ (320,000.00)
		\$ -	Text messages:	2,500,000 @ \$.05	\$ 125,000.00	\$ (125,000.00)
		\$ -	City Account SetUp Fee	one-time fee	\$ 5,000.00	\$ (5,000.00)
		\$ -	Community Education Prog		\$ -	
		\$ -	TV Public Serv. Announ	\$657.14 X 35	\$ 23,000.00	\$ (23,000.00)
			Radio airtime	\$125 X 40 spots	\$ 5,000.00	\$ (5,000.00)
			Printed Materials	Flyers, brochures	\$ 7,500.00	\$ (7,500.00)
		\$ -	Emerg Messages/Translation	for 7 ballot languages	\$ 10,000.00	\$ (10,000.00)
		\$ -	Graphics	Cable, websites, social media	\$ 4,500.00	\$ (4,500.00)
		\$ -			\$ -	
<b>Category Subtotal</b>		<b>\$ 500,000.00</b>	<b>Category Subtotal</b>		<b>\$ 500,000.00</b>	

**G. CONTRACTS AND CONSULTANTS: CON'T**

**CONSULTANTS:** For each consultant enter the name (if known), service to be provided, hourly or daily fee ( based upon an 8-hour day), and estimated length of time on the project. Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer. Consultant fees in excess of \$550/day require additional written justification in the Budget Narrative and must be pre-approved in writing by the COPS Office. PLEASE PROVIDE AN EXPLANATION IN THE BUDGET NARRATIVE FOR ANY NEW CONSULTANT FEES – INCLUDE A DESCRIPTION OF THE SERVICE EACH CONSULTANT WILL PROVIDE.

Original/Last Approved Modification				Actual Budget				
Consultant Name/Title	Service Provided	Computation ( Cost X # of days or #of hours)	Total Cost	Name/Title	Service Provided	Computation ( Cost X # of days or #of hours)	Total Cost	Difference
Category Subtotal				Category Subtotal				

H. BUDGET SUMMARY					
Original/Last Approved Modification Category		Category Total	Actual Budget Category		Difference
A.Sworn Officer Positions			A.Sworn Officer Positions		
B.Civilian/Non Sworn Personnel			B.Civilian/Non Sworn Personnel		
C.Equipment/Technology			C.Equipment/Technology		
D.Other Costs			D.Other Costs		
E.Supplies			E.Supplies		
F.Travel/Training			F.Travel/Training		
G.Contracts/Consultants		\$ 500,000.00	G.Contracts/Consultants	\$ 500,000.00	\$
Total Project Costs		\$ 500,000.00	Total Project Costs	\$ 500,000.00	\$
Total Federal Share		100%	Total Federal Share	100%	\$
Total Local Share			Total Local Share		
				Percentage Change	\$

**Budget Narrative**  
**City of Los Angeles, Police Department**  
**COPS Technology Program**

**G. CONTRACTS / CONSULTANTS**

Use of Los Angeles County (County) Mass Notification System

The City will contract with the County for use of the "Alert LA County" emergency notification system hosted by the County's vendor for a total of \$445,000. The system will be used to contact City residents and businesses via recorded phone messages, text messages or e-mail messages in case of emergency. Usage costs include \$0.16 per minute for voice messages, and \$.05 per attempt for text messages. The City will utilize 2,000,000 minutes @ \$0.16 per voice message for a total of \$320,000. A total of 2,500,000 text message attempts @ \$.05 each will be expended for a total of \$125,000. The City will reimburse the County for fees incurred as a direct result of the transmission on the System of mass notifications created by the City on the sub-account.

Set-Up Fee

The County's vendor will establish a separate account for the City within the "Alert LA County" system. The County will charge the City a one-time set-up fee in the amount of \$5,000 to establish the City's sub-account.

Community Education Program

Alert LA County will be used by the City's Emergency Operations Center to notify residents and businesses of emergencies or critical situations and provide information regarding necessary actions, such as evacuations. The system utilizes telephone companies' 9-1-1 database and is able to contact land-line telephone numbers, whether listed or unlisted. If the call is picked up by an answering machine, the system will leave a recorded message. If the number called is busy or does not answer, the system will redial the number in an attempt to deliver the message. The system is also TTY/TDD compatible. Because the Alert LA County system uses the 9-1-1 database, only land-line numbers are automatically included in the system. Residents who have a cellular or Voice over IP (VoIP) numbers and would like to be notified on that device, or if they would like an e-mail notification, must register those phone numbers and/or e-mail address by completing the registration form at <http://portal.lacounty.gov/wps/portal/alertla>

The City will utilize \$50,000 of grant funding to encourage residents to register (<http://portal.lacounty.gov/wps/portal/alertla>) their cellular and VoIP numbers and e-mail addresses. The Community Education Program will utilize, but not be limited to, the following:

- Public Service Announcements on television – Cost estimates provided by local stations vary by length of the announcement and the time of day it runs. The average cost is \$657.14 for 35 announcements for a total of \$23,000.

- Radio – Cost estimates provided by local stations vary by length of the announcement and the time of day it runs. It is estimated the 40 spots can be negotiated at \$125 each for a total of \$5,000.
- Print materials – in standard-size print as well as printed in large print and Braille (for the visually impaired) in the seven (7) preferred ballot languages (English, Spanish, Chinese, Japanese, Korean, Tagalog and Vietnamese). Printed materials can be inserted in local newspapers, or distributed at emergency preparedness and disability fairs such as California State University, Northridge (CSUN) International Technology & Persons with Disabilities Conference, DEAFestival Los Angeles and the Abilities Expo. Total cost for printed materials is \$7,500.
- Emergency Notification Messages and Translation – The City will spend \$10,000 to produce emergency notification messages in the seven (7) preferred ballot languages (English, Spanish, Chinese, Japanese, Korean, Tagalog and Vietnamese). These messages will be used when the area identified has a concentration of a non-English speaking population. This item will cover the cost of development of the message and the cost to translate the message into the appropriate language.
- LA City Channel 35 – There will be no cost for airtime on Channel 35, however, \$2,500 will be used to produce the graphics for television.
- Social media sites such as Bebo, Facebook, LinkedIn, MySpace and Twitter. There will be no cost for posting on these sites. A total of \$1,000 will be utilized for the graphics.
- Posting on the City of Los Angeles, Department, and ReadyLA websites, for a cost of \$1,000.
- Utilization of Mayor and Council Office newsletters and web-sites. There is no cost associated for this service.

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF LOS ANGELES  
FOR THE USE OF THE  
ALERT LA COUNTY MASS NOTIFICATION SYSTEM

City Contract Number \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum of Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the County of Los Angeles, a political subdivision of the State of California ("County"), and the City of Los Angeles, a municipal corporation ("City"), acting by and through its [Emergency Management Department (the "EMD") or its Los Angeles Police Department (the "LAPD")... we will need to decide which is the proper department since the grant is officially given to the LAPD]. The County and the City are hereinafter sometimes referred to collectively as the "Parties" and each individually as a "Party."

### W I T N E S S E T H

WHEREAS, County entered into County Contract No. 76945 dated February 17, 2009 (the "Contract") with Twenty First Century Communications, Inc. (the "Contractor") for the development, licensing and implementation of a mass notification system known as **ALERT LA County** (the "System");

WHEREAS, the System is a web-based community alert notification system designed to make mass telephone calls and/or send text messages and e-mails to residents and businesses during emergencies, disasters or as otherwise determined by the County's Sheriff's Department (the "Department");

WHEREAS, in order to avoid the duplication of efforts and cost by County and City in connection with the mass notification of their residents and to encourage collaboration between the County and the City in their emergency mass notification efforts, the County and the City each desires to allow the City to use the System upon the terms and conditions set forth in this Memorandum of Agreement;

WHEREAS, through this Memorandum of Agreement, the Parties desire to (i) provide guidelines for City's use of the System, (ii) set up a process whereby issues arising between City and County related to City's use of the System may be resolved, and (iii) identify City's financial responsibility for its use of the System;

WHEREAS, the City has designated [the EMD or LAPD] to provide for mass notification services in the City;

WHEREAS, the [EMD or LAPD] cooperates with private organizations, other agencies of the City, and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility;

WHEREAS, the project which is the subject of this Memorandum of Agreement has been established by the City as one of the above-described programs and has been funded in the LAPD's budget by the Fiscal Year 2009 Community Oriented Policing Services Technology Grant ("FY09 COPS" or the "Grant"), such Grant having been accepted by the Los Angeles City Council (C.F. #08-1684, 12/9/09); and

WHEREAS, this Memorandum of Agreement has been authorized by the Los Angeles City Council and the Mayor (C.F. # xxxxxx dated xxxxxx).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein and the mutual benefits to be derived therefrom, County and City agree as follows:

1. Representatives of the Parties and Service of Notices

1.1 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:

1.1.1 The representative of the City shall be:

[  
ADDRESS  
Los Angeles, CA 90012  
Work  
Fax  
XXXXXX@lacity.org  
]

With a copy to:

[insert city attorney information here]

1.1.2 The representatives of the County shall be:

For operational issues:

Captain Ruth Nelson, Bureau Commander  
Los Angeles County Sheriff's Department  
Emergency Operations Bureau  
1275 N. Eastern Ave.  
Los Angeles, CA 90063  
Telephone: (323) 980-2201  
E-mail: RANelson@LASD.org

For contractual issues:

Henry Balta, Senior Associate Chief Information Officer  
County of Los Angeles Department of Chief Information Office  
World Trade Center, Suite 188  
350 S. Figueroa Street  
Los Angeles, CA 90071  
Telephone: (213) 253-5622  
E-mail: [HBalta@cio.lacounty.gov](mailto:HBalta@cio.lacounty.gov)

With a copy to:

Jose Silva, Principal Deputy County Counsel  
Office of the County Counsel  
500 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 974-7973  
E-Mail: [josilva@counsel.lacounty.gov](mailto:josilva@counsel.lacounty.gov)

- 1.2 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.
- 1.3 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 accordance with this section, within five (5) working days of said change.

2. Term and Services to be Provided

2.1 Term

The term of this Memorandum of Agreement shall commence on the date of the execution hereof by the Parties and shall continue until March 10, 2012, unless terminated earlier as provided in this Memorandum of Agreement. Notwithstanding the foregoing, the Parties shall have the option to mutually extend the current term of this Memorandum of Agreement for additional one (1) year periods, which additional periods shall not exceed, in total, four (4) additional years (each an "Option Term"). The exercise of each such Option Term shall be memorialized by a written amendment to this Memorandum of Agreement signed by the authorized representative of each of the Parties.

## 2.2 Summary of City's Access to and Use of the System

As further described and conditioned herein, County will allow City to access the System to create and prepare for dissemination to City's residents via the System mass notifications composed by City. City shall reimburse County at the rates set forth herein for per minute and/or per text message charges incurred on the System as a result of City's use of the System for the dissemination of such mass notifications

## 2.3. Use of the System

2.3.1 County shall consult with City and Contractor to configure the System to correctly identify and map boundaries for which City notifications shall be sent, including the creation of "buffer zones" where City boundaries are adjacent to the boundaries of other jurisdictions such as County. Before undertaking such configuration of the System, County shall obtain from Contractor a proposal for the total amount of fees, if any, to be incurred in connection therewith, and shall inform City thereof. City shall thereupon have the option to immediately terminate this Memorandum of Agreement before such configuration in its sole discretion. If City does not so choose to terminate this Memorandum of Agreement and such configuration results in fees being incurred by County under the Contract, such fees shall be reimbursed to County by City.

2.3.2 County shall consult with City and Contractor to create a separate sub-account (the "Sub-account") to provide City access to the System. The Sub-account shall track and monitor City's use of the System on a monthly basis. County will issue an invoice to the City (at monthly or other regular intervals to be determined by County) which identifies usage of the System by the City through the Sub-account. County will create a separate username and password for the Sub-account to be used solely by the City, inform the City of such username and password upon the creation of the Sub-account, and keep such username and password confidential.

2.3.3 City shall have the right to access the System via the Sub-account at all available times as City deems necessary without notifying County. To the extent County received notice from the Contractor or is otherwise informed that the System or any portion thereof shall be unavailable, County shall make its best efforts to promptly provide notice of such unavailability to City. Except as otherwise provided in this Section 2.3, access to the System by City via the Sub-account shall allow City to (1) use the full range of functions

and features of the System, including the public registration feature via the Alert LA County website, and (2) input all mass notification data, including all voice and text messages, maps, pre-designated evacuation routes and orders, as the City may deem necessary in its sole discretion. County shall allow all voice and text messages intended to be sent by the City via the System to be composed solely by the City and shall not interfere with City's access and use of the System via the Sub-account. However, County retains the right to shut down outside access to the System or to disable the Sub-account, as County shall determine in its sole discretion.

2.3.4 Once City has input into the System all mass notification data necessary to disseminate a mass notification through the System, City shall contact the Department to request the review, approval and release of such mass notification. Notwithstanding any provision hereof to the contrary, (1) County shall have the right to access the Sub-account to determine whether a mass notification is appropriate for release, and (2) the Department shall have the final and absolute discretion to approve for release and effectuate the transmission of any and all mass notifications composed and requested to be disseminated by City.

2.3.5 The actual transmission of any mass notification requested by City to be sent through the System via the Sub-account shall be accomplished by the Department. Prior to such intended transmission, City shall contact the Department to request the transmission. Upon such request, the Department shall have the right to review the mass notification to ensure compliance with its policies and guidelines related to the use of the System and shall have the sole discretion of approving such mass notification for transmission. County and City both acknowledge that time of the essence in the transmission of any such mass notification, and the Department shall use its best efforts to conduct its review of the City's requested mass notification in a prompt and timely manner. In the event the Department determines that City's intended mass notification does not meet policies and guidelines for use of the System, the Department shall promptly consult with the EMD to identify and correct the mass notification to comply with such policies and guidelines.

## 2.4 System Policies and Guidelines

County's current policies and guidelines for use of the System, which may be changed from time to time in County's sole and absolute discretion, are

set forth below. To the extent such policies and guidelines are changed in the future, County shall notify City of any such changes.

2.4.1 The governing principle of the System is that notification to the public will help save lives, protect health and reduce potential for injury.

2.4.2 The System shall not be used for non-emergency purposes nor for the transmission of political messages, personal messages, advertising of any product or service, or in connection with any for-profit activity.

2.4.3 Examples of information that may be communicated through the System include, but are not limited to, the following:

- (1) Urgent information related to police, fire, or public health emergencies affecting the County and City residents.
- (2) Notification of critical missing children.
- (3) Notification of a search for a fleeing felon.
- (4) Evacuation of a specified area.
- (5) Disaster notification.
- (6) Public safety tests to verify data accuracy and system operability.

## 2.5 Coordination Between County and City

County and City acknowledge that a situation or event justifying a mass notification to both County and City residents requires coordination between the County and City to minimize duplicative mass notifications. In the event that the Department's Operation Center ("DOC") is activated for an emergent situation or event, the responsibility of initiating and disseminating any mass notification via the System for such situation or event shall rest solely with County, and the Department shall inform the EMD that the DOC has so been activated prior to the transmission of any mass notification requested by the City for any such emergent situation or event. Any mass notification initiated by the DOC shall not be deemed to have occurred through the City's use of the System and shall not be charged to the City.

## 2.6 System Operation

County shall oversee the operation of the System, and shall work diligently with City and Contractor to resolve operational issues involving the Subaccount. City shall not be responsible for any costs (including maintenance and software upgrade costs) related to the operation of the System, other than (1) any configuration fee incurred under Section 2.3.1 above; and (2) any actual per minute/per text usage fees set forth in Section 3 (Payments) below incurred by the City for transmission of its mass notifications messages on the System through the Sub-account. City shall be solely responsible for the maintenance of any City-owned equipment used to access the System. County will make its best effort to promptly notify City of any disruptions in service to the System of which County becomes aware.

## 2.7 Training

City shall be responsible for training City personnel on the use of the System, with the assistance of County.

## 3. Payments

### 3.1 Compensation and Method of Payment

3.1.1 City shall reimburse County for fees incurred as a direct result of the transmission on the System of mass notifications created by the City on the Sub-account ("City Messages"). Such fees shall be comprised solely from the minutes charged for voice messages and the number of attempts charged for text messages on the System as set forth on System usage data submitted by Contractor to County. For voice City Messages, the City shall be charged at a rate of \$0.16 per minute. For text City Messages, the City shall be charged at a rate of \$0.05 per attempt. In connection with the foregoing, if the rates charged by the Contractor to County under the Contract are changed during the term of the Contract, County shall endeavor to provide prompt notification thereof to City.

3.1.2 To request reimbursement for the transmission of City Messages, County shall submit an invoice to City on County letterhead detailing the City Messages transmitted, the date of such transmissions, the fee rate applied for such City Messages, and the total number of minutes/attempts for such City Messages. The invoice shall be accompanied by a data usage statement from the Contractor on Contractor letterhead confirming the usage of the System for the City Messages for which County's invoice is being

submitted. Following the receipt of such County invoice, City shall promptly review the invoice and notify County of any discrepancy or error in the invoice and promptly provide to County any documentation supporting the existence of such discrepancy or error. Invoices shall be prepared at the sole expense and responsibility of the County. City shall promptly effect payment following receipt of an undisputed invoice. In addition, upon City's request, County will provide to City any additional documentation in its possession relating to such invoices and City's usage of the System.

3.1.3 Funding for this Agreement is subject to the continuing availability of federal funds for this program to City. This Memorandum of Agreement may be terminated immediately upon written notice to the County of a loss or reduction of federal grant funds being used to fund this Memorandum of Agreement, whereupon City shall immediately (i) pay to County any undisputed outstanding and unpaid invoices issued by County to City hereunder, and (ii) completely cease its use of the System. Upon County's receipt of such notice, City's direct access to the System via the Sub-account shall be immediately discontinued.

#### 4. Miscellaneous

##### 4.1 Applicable Law, Compliance, and Severability

Each of the Parties hereto, in performance of this Memorandum of Agreement, warrants and certifies that it shall each comply with all applicable statutes, rules, regulations and orders of the United States and the State of California, including all laws, guidance and regulations related to the United States Department of Justice FY 2009 COPS Technology Program grant. The Parties each understands that failure to comply with such laws may result in suspension, termination or reduction of federal grant funds used to fund this Agreement.

This Memorandum of Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Parties hereto 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 Memorandum of Agreement, the Parties hereto consent to personal jurisdiction, and agree 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 Memorandum of

Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or local government having jurisdiction over this Memorandum of Agreement, the validity of the remaining parts, terms or provisions of this Memorandum of Agreement shall not be affected thereby.

#### 4.2 Integrated Agreement, Amendments and Waivers

This Memorandum of 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. Any change in the terms of this Memorandum of Agreement, including changes in the services to be performed by County, and any increase or decrease in the amount of compensation which are agreed to by the City and the County, shall be incorporated into this Memorandum of Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto. The waiver by either Party hereto of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

#### 4.3 Time of Essence and Excusable Delays

Time shall be of the essence in complying with the terms, conditions and provisions of this Memorandum of Agreement. 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.

#### 4.4 Prohibition Against Assignment or Delegation

Each of the Parties hereto may not, unless it has first obtained the written permission of the other Party, (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 under this Memorandum of Agreement.

#### 4.5 Indemnification

Each of the Parties to this Memorandum of Agreement is a public entity. In contemplation of the provisions of §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 §895 of said Code, the Parties hereto, as between themselves, pursuant to the authorization contained in §§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 Memorandum of Agreement, to the same extent that such liability would be imposed in the absence of §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 §895.2. The provision of §2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Memorandum of Agreement. City certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Memorandum of Agreement.

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 §2778 regarding interpretation of indemnity agreements are hereby incorporated.

#### 4.6 Defaults

Should a Party fail for any reason to comply with the contractual obligations of this Memorandum of Agreement within the time specified by this Memorandum of Agreement, the other Party reserves the right to immediately terminate this Memorandum of Agreement.

#### 4.7 Termination for Convenience

Either Party may terminate this Memorandum of Agreement for its convenience at any time by giving the other Party thirty (30) days written notice thereof. Upon receipt of said notice, the other Party shall immediately take action to (a) pay any undisputed outstanding and unpaid invoices issued hereunder, and (b) not to incur any additional obligations, cost or expenses hereunder.

IN WITNESS WHEREOF, the City of Los Angeles and the County of Los Angeles have caused this Memorandum of Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: CARMEN TRUTANICH, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES Los Angeles Police Department</p> <p>By _____ Charlie Beck, Chief of Police</p> <p>Date _____</p>
<p>ATTEST: JUNE LAGMAY, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	<p>For: COUNTY OF LOS ANGELES Los Angeles County Sheriff's Department</p> <p>By _____ Print Name _____ Officer Title _____</p> <p>Date _____</p>
<p>(Contractor's Corporate Seal or Notary)</p>	<p>For: COUNTY OF LOS ANGELES Los Angeles County Sheriff's Department</p> <p>By _____ Print Name _____ Officer Title _____</p> <p>Date _____</p>
<p>ACKNOWLEDGED: Twenty First Century Communications, Inc.</p> <p>By _____ Print Name _____ Officer Title _____</p> <p>Date _____</p>	<p>ATTEST:</p> <p>By _____ Print Name _____ Officer Title _____</p> <p>Date _____</p>

City Business License Number: \_\_\_\_\_  
 Internal Revenue Service ID Number: \_\_\_\_\_  
 Council File/CAO File Number: \_\_\_\_\_ Date of Approval \_\_\_\_\_  
 City Contract Number \_\_\_\_\_