

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 11/19/09

FROM (DEPARTMENT): Los Angeles Police Department

CONTACT PERSON: Commander McNamara PHONE: 213-486-8780

CONTRACT NO.: C-116360 COUNCIL FILE NO.: 09-2623

ADOPTED BY COUNCIL: 11/04/09
DATE

APPROVED BY BPW: _____
DATE

- NEW CONTRACT
- AMENDMENT NO. _____
- ADDENDUM NO. _____
- SUPPLEMENTAL NO. _____
- CHANGE ORDER NO. _____

CONTRACTOR NAME: Federal Bureau of Investigation

TERM OF CONTRACT: 11/19/09 THROUGH: 11/18/19

TOTAL AMOUNT: \$880,000.00

PURPOSE OF CONTRACT:

Mutual construction agreement between FBI and LAPD.

MEMORANDUM OF AGREEMENT

BETWEEN

THE FEDERAL BUREAU INVESTIGATION

AND

**THE CITY OF LOS ANGELES AND ITS LOS ANGELES POLICE DEPARTMENT,
ITS DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING AND ITS
DEPARTMENT OF GENERAL SERVICES**

FOR

CONSTRUCTION AND OCCUPANCY OF THE

SECURE WORK ENVIRONMENT

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) between the Federal Bureau of Investigation (FBI) and the City of Los Angeles (CITY) by and through its Department of Public Works, Bureau of Engineering (BOE) and its Department of General Services (GSD) with the cooperation and consent of its Los Angeles Police Department (LAPD), hereinafter referred to as the "parties," is to define the obligations of the parties for the construction and occupancy of a Secure Work Environment (SWE) within the LAPD's Administration Building, 100 W. 1st Street, Los Angeles, California (LAPD Administration Building). Although the real property housing the SWE is owned by CITY under the jurisdiction of GSD, and is and under the control and direction of the LAPD, while it is used by the FBI, the SWE shall be treated by the parties as a federal facility subject to the laws and regulations of the federal government.

II. BACKGROUND

The FBI has requested permission from the CITY to create and use a SWE within LAPD's Administration Building for use by the FBI's Joint Terrorism Task Force (JTTF). Use of the SWE by the JTTF will include personnel from the FBI and properly designated personnel from the LAPD and other local, state and federal agencies that have executed a JTTF Memorandum of Understanding (MOU) with the FBI.

III. AUTHORITY

- A. The FBI is entering into this MOA under the authority provided by 28 U.S.C. §533 and 28 C.F.R. 0.85.

THIS DOCUMENT CONTAINS SENSITIVE INFORMATION THAT MAY BE
EXEMPT FROM DISCLOSURE
UNDER FOIA AND/OR THE CALIFORNIA PUBLIC RECORDS LAW

- B. The CITY is entering into this MOA under the authority provided by City of Los Angeles Charter section 101, and legislative action taken by the City Council of Los Angeles on November 4, 2009, as found in Council File 09-2623.

IV. TERM

- A. Initial Term. Pursuant to Council File 09-2623, the Los Angeles City Council has approved this MOA with the FBI for a term of ten (10) years. Accordingly, the parties agree that the initial term of this MOA shall be ten (10) years from the date of execution ("Initial Term"). The "date of execution" shall mean the date the Office of the City Clerk of Los Angeles attests this MOA.
- (1). Right to Use the SWE. The FBI acknowledges that its use and occupancy of the SWE shall be in accordance the terms of this MOA. The FBI and the CITY also acknowledge that this agreement is an MOA only and does not constitute a lease of or any interest in real property.
- B. The parties agree that the SWE will be for the exclusive use of the JTTF and will only be occupied by appropriately cleared individuals representing the respective members of a signed and established JTTF Memorandum of Understanding (MOU).
- C. Renewal. Unless otherwise agreed in writing by the parties, upon the expiration of the initial ten (10) year term, this MOA shall extend on an automatic year to year basis until terminated by either party.
- D. Termination. Either party may terminate this MOA upon one hundred eighty (180) days written notice. If this MOA is terminated by LAPD, GSD or the CITY prior to the end of the initial ten (10) year term, then LAPD, GSD and/or the CITY shall reimburse the FBI for the unamortized value of the costs incurred by FBI in connection with the design, construction and occupancy of the SWE, calculated using the straight-line method of amortization over the Initial Term (Residual Value). The Residual Value shall not include the cost of (i) personal property and (ii) any equipment and furnishings installed or placed in the SWE and removed by FBI. In the event the FBI terminates this MOA prior to the end of the Initial Term, then LAPD, GSD and the CITY will not be obligated to reimburse the FBI for the Residual Value of any such costs.

V. DAMAGE OR DESTRUCTION

- A. Total Destruction. This MOA shall automatically terminate if the LAPD Administration Building is totally destroyed.

- B. Partial Destruction of SWE. If the SWE and/or the LAPD Administration Building are damaged by any casualty and, in GSD's opinion, the SWE and/or the SWE building (exclusive of any improvements made to the SWE by FBI) can be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, GSD may at its cost and expense promptly and with due diligence repair any damage to the SWE and/or the building (exclusive of any improvements to the SWE made by FBI, which may be repaired by FBI at FBI's sole expense) and this MOA shall continue in full force and effect, contingent upon FBI's Physical Security Unit re-certifying the SWE as an accredited area. If the SWE and/or the building can not reasonably be expected to be so restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction (excluding re-certification by the FBI), or if GSD elects not to rebuild or restore the SWE and/or building, either party may terminate this MOA upon thirty (30) days prior written notice to the other party but not before the meeting and discussion contemplated by subsection D below. Nothing in this Article shall be construed to require CITY or the FBI to rebuild or restore the SWE or any part of the building.
- C. Relationship to California Law. The provisions contained in this MOA shall supersede those provisions of the California Civil Code now or hereafter in effect relating to damage or destruction.
- D. No Repair Obligation By GSD. GSD shall have no obligation to repair, remodel, replace, and/or reconstruct any improvement within the SWE made by the FBI. In the event the SWE becomes unusable for any reason, then GSD, LAPD and the FBI agree to meet and discuss the necessary repairs or remodeling to restore the SWE to a usable condition. If no agreement can be reached, then the FBI may either correct the deficiencies at its own expense or it will be entitled to terminate this MOA upon thirty (30) days prior written notice to GSD and LAPD.

VI. DEFAULT

- A. Default. In the event that the FBI on the one hand or LAPD and/or BOE and/or GSD and/or the City, on the other hand, fail to comply with any term, provision, or covenant of this MOA, and such failure shall continue for a period of 15 days after receipt of written notice specifying such failure and requesting that it be remedied (or, if the cure cannot be effected within said 15 day period, then within such additional period of time as may be required to cure such default provided the applicable party is diligently and continuously pursuing the cure to completion), then, the non defaulting party may terminate and end this MOA with thirty (30) days prior written notice to the defaulting party or parties.
- B. Notice of Termination. Notice of any termination of this MOA shall be provided

only to/through FBI and LAPD pursuant to the Section XIII of this MOA

- C. Condition of Surrendered SWE. Upon the expiration or termination of this MOA, the FBI shall vacate the SWE and leave the premises in broom-clean condition. All structural physical improvements (e.g., walls, doors, lighting, etc.) to the SWE will belong to LAPD. All technical improvements (such as, but not limited to, trade fixtures) designed to certify the SWE with required physical security standards will belong to the FBI. Also, all equipment, furnishings and other personal property installed or placed on the SWE at the cost of FBI shall be property of FBI. Upon such expiration or termination, the FBI shall, without expense to the CITY, remove the FBI's property and the personal property of its employees; provided, however, such obligation shall not require FBI to remove any equipment that is attached to, or cabling or wiring that is in or part of, the SWE. The FBI shall repair at its own expense any damage to the LAPD Administration Building resulting from removal of its property, but such obligation shall not extend to painting or redecorating the SWE.

VII. UTILITIES

- A. Electricity, Gas, and Water. Electricity, natural gas and hot and cold water shall be furnished to the SWE by GSD at no cost to FBI. However, FBI shall be responsible for all emergency backup power it deems necessary for the operation of the SWE should normal electrical power to the facility not be available for any reason. Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3 phase, 4 wire system providing 7 watts (W) per square foot of the SWE.
- B. Telecommunications. FBI shall be responsible for arranging for the provision of any telecommunications services to the SWE, including, without limitation, telephone, internet and cable service. Any installation requirements shall first be approved by BOE and GSD. Charges for all telecommunications supplied to the SWE shall be paid by FBI.
- C. Air Systems. GSD shall provide, operate, repair and maintain at no cost to the FBI a heating, ventilation and air cooling and control system (HVAC) serving the SWE. Trunk HVAC duct will be provided to the perimeter of the SWE. 24/7 on demand conditioned air at a capacity sufficient to support the electrical and people loads and otherwise sufficient to support the design and intended use of the SWE shall be provided.
- D. Janitorial. LAPD will provide or cause to be provided in consultation with FBI janitorial/cleaning/housekeeping services and trash collection for the SWE. All such services shall be under appropriate escort.

- E. Compliance. GSD agrees to take, as part of its overall maintenance responsibilities, appropriate steps to insure the SWE is maintained in a manner that complies with State and Federal environmental regulations and laws. GSD shall also ensure that the base structure and building enclosure components of the LAPD Administration Building are complete and operational, including all common areas accessible by the FBI such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas. GSD will also reasonably operate, light, repair and maintain the LAPD Administration Building, including rodent and pest control and keeping or causing to be kept the roof, exterior walls, foundations, sprinkler systems, exterior canopies, gutter and water spouts, and structural components of the building in good condition, reasonable wear and tear excepted.
- F. Americans With Disabilities Act. The parties agree that all construction and improvements pertaining to the SWE shall be in compliance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other applicable federal, state, and local laws regarding accessibility for persons with disabilities (collectively "the ADA").
- G. Hazardous Materials. As used in this MOA the defined term "Hazardous Materials" shall mean any hazardous or toxic substances, biohazards, medical wastes, or other materials or wastes that are or become regulated as "Hazardous Substances," "Hazardous Materials" or "Hazardous Waste" by the United States, the State of California, or any local government authority having jurisdiction over activities conducted in the SWE. It is not anticipated that the FBI will use the SWE or any part thereof to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials. However, should any such activity involving a Hazardous Material become necessary, the FBI will seek written consent from GSD before engaging in that activity. GSD has the sole discretion to deny consent. In the event that consent is granted, any activity involving Hazardous Materials shall be conducted in accordance with applicable Federal, State and Local laws, and any obligation or liability incurred as a result of such activity shall be in keeping with that provided for under applicable law.
- H. Hazardous Materials Notification. California Health and Safety Code section 25359.7(a) requires any owner of nonresidential real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property, prior to the lease or rental of that real property or when the presence of such release is actually known, to give written notice of that condition to the lessee or renter. California Health and Safety Code section 25359.7(b) requires any occupant of real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property to give written notice of such

condition to the owners. GSD and FBI shall comply with the requirements of Section 25359.7 and any successor statute thereto and, as provided above, with all other applicable statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to Hazardous Materials.

VIII. IMPROVEMENTS AND ALTERATIONS

- A. Renovations And Alterations. If a renovation or alteration to the SWE is required to ensure that the SWE is in compliance with federal, state, and local laws and regulations, then the renovation or alteration shall be at FBI's own expense and the construction shall be in accordance with plans and specifications approved prior to such renovation or alteration by BOE, GSD and LAPD. However, if the renovation or alteration to the SWE was necessitated by modifications to the LAPD Administration Building (e.g., new building wiring, plumbing, ventilation, etc.), then the expense for required SWE alterations shall be borne by GSD and/or LAPD. Prior to any modification directly to the SWE or affecting the SWE, advanced written approval for the modification shall be obtained by GSD, LAPD and/or the CITY from the FBI pursuant to the LAPD-FBI Operational MOU.
- B. All structural physical improvements (e.g., walls, doors, lighting, etc.) to the SWE will belong to CITY. However, all technical improvements (e.g., trade fixtures) designed to certify the SWE with required physical security standards will belong to the FBI.
- C. Rights Reserved By GSD. Without limiting any rights CITY otherwise has under this MOA, GSD specifically reserves the right from time to time, subject to its use of reasonable efforts to minimize interference with FBI's use and occupancy of the SWE and without liability or compensation to FBI for inconvenience or otherwise:
- (1) Exclusive of all components of the SWE and only outside of the SWE, to install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires, fixtures and appurtenant meters and equipment for service to the CITY and/or other parts of the LAPD Administration Building;
 - (2) Exclusive of all components of the SWE and only outside of the SWE, to make changes to the LAPD Administration Building design and layout, including without limitation, changes in the location, size, shape and number of entrances, loading and unloading areas, ingress, egress, direction of traffic, walkways, and parking areas; and
 - (3) LAPD agrees to (i) abide by the FBI's SWE Standard Operating Procedures (SOP), the LAPD-FBI Operational MOU and other security

protocols necessary for maintaining the certification of the SWE with National Intelligence Directives, and (ii) ensure that such SOPs, MOU, and other security protocols are maintained or observed in connection with all work or activities conducted by, for or at the request of GSD and/or BOE and/or the CITY in, near or around the SWE.

- D. Claims/Nonresponsibility And Work Commencement Notices. Nothing contained in this MOA shall constitute any consent or request by BOE, GSD, LAPD or the CITY, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the SWE and/or any improvements thereon or any part thereof, or as giving FBI any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against CITY, acting in any capacity. FBI shall give to BOE and GSD at least ten (10) business days prior written notice of the expected date of commencement of work relating to alterations or additions to the SWE.

IX. INSURANCE AND LIABILITY AND HOLD HARMLESS

- A. Insurance. The FBI is an agency within the Department of Justice of the United States Government. As such, it is a self-insured entity supported by the U.S. Government. Under Title 28 U.S.C., Sections 1346 and 2672, the United States may be liable for "injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the government while acting within the scope of his office or employment.

The CITY self administers, defends, settles and pays third-party claims for bodily injury, personal injury, death and/or property damage. Additionally, the CITY is permissively self insured for workers' compensation under California law. CITY shall maintain the right to any insurance required through a program composed of any combination of self insurance, risk retention, commercial insurance, risk transfer and/or risk pooling, all at the CITY's sole option.

- B. FBI's Property. The CITY will not commercially or self insure FBI's equipment, stored goods, other personal property, fixtures, nor such personal property owned by FBI or other JTTF members. The CITY shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the SWE by FBI caused by fire or other casualty, or to replace any such personal property or trade fixtures. However, the FBI will have the right to terminate this MOA for cause if the SWE becomes unuseable.

- C. Liability. The parties agree that each party will be responsible for the negligent or wrongful acts or omissions by its employees. In addition, the parties agree

that should a claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, Sections 1346 and 2671 et seq., for the negligent or wrongful act or omission by either parties' employee in the performance of assigned duties and pertaining to obligations pursuant to this MOA and/or the JTTF MOU and/or the LAPD-FBI Operational MOU, the FBI shall be responsible for the investigation and disposition of said claim. LAPD, GSD and the CITY agree to notify the FBI of any administrative claim arising out of an activity conducted pursuant to this MOA and/or the JTTF MOU and/or the LAPD-FBI Operational MOU. Nothing in this paragraph prevents any party from conducting an independent administrative review of the incident giving rise to the claim; however, final disposition of the claim will be handled as provided herein. Both parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from any incidents related to the construction, occupancy and use of the SWE.

- D. Hold Harmless. Each party agrees to hold the other party harmless for any losses, costs, or expenses that may be imposed upon it through final disposition of any claim arising from this MOA or from construction and/or use of the SWE. In the event of third-party loss caused by the negligent or wrongful acts or omissions of both the FBI and the CITY (including GSD), each party shall bear financial responsibility as provided for under applicable law.

X. CONSTRUCTION COSTS AND PAYMENT

- A. The CITY, GSD and LAPD acknowledge that the FBI shall have exclusive use of the SWE without charge (e.g., fee, cost or expense) of any kind for the duration of this MOA. Subject to Section IV, Paragraph D of this MOA, the FBI agrees to pay as set forth in this MOA the CITY via transfer of funds or payment to LAPD for the costs necessary to design, construct and occupy the SWE.
- B. The SWE will be constructed and finished pursuant to a set of construction drawings/specifications that are approved between (i) FBI and (ii) the CITY acting by and through GSD and/or LAPD and/or BOE utilizing the services of BOE and its "on call" architectural consulting list. These drawings/specifications shall incorporate the physical security requirements necessary for accreditation of the facility as a SWE.
- C. BOE shall be responsible for the project/construction management and design and GSD shall be responsible for the construction of the SWE's physical build-out, including walls, doors, ventilation, water, electrical and other items necessary to create an office environment in accordance with the set of construction drawings/specifications required under Section X, Paragraph B of this MOA and in compliance with federal, state and local laws and ordinances. The FBI shall pay the CITY via transfer of funds to LAPD for the design and

construction costs provided that the acquisition of all items and services for which the CITY seeks payment is conducted in a manner consistent with the Federal Acquisition Regulation:

- (1) To immediately begin the design, project management, and construction, the CITY will advance \$880,000 in Capital Improvement Expenditure Program (CIEP) funds to BOE and GSD.
- (2) The FBI will transfer funds to the LAPD in advance of substantial work completion in order to accommodate the CITY's budgetary requirements; provided, however, the CITY agrees that no payment shall be made to any person or entity or otherwise for goods or services provided in connection with the SWE, except as specified in Section X(C)(9) of this MOA. Regarding such advanced funds provided by the FBI to the LAPD, the LAPD shall, as applicable from time to time, hold and/or transfer such funds to the CIEP; provided, however, GSD and BOE shall disburse such funds only in accordance with this MOA.
- (3) FBI will provide to LAPD documents (e.g., purchase order, et cetera.) associated with FBI payments and LAPD will facilitate, coordinate and process the same as needed within LAPD and/or with BOE and/or GSD to effect the payments, accountings and reconciliations. FBI will pay electronically but only through the process of paying a proper invoice received from LAPD.
- (4) For purposes of the FBI fund transfer(s), the LAPD will provide appropriate account and routing numbers. This information will be provided by LAPD to FBI outside of this MOA
- (5) The CITY, BOE, and LAPD shall provide the FBI, upon request of FBI from time to time, with explanation of the acquisition or procurement methods or processes used and detailed accounting and reconciliation of all funds received and disbursed.
- (6) The above-referenced \$880,000 amount represents an estimate by the CITY of the project/construction management, design and construction costs for the physical build-out of the SWE. Upon completion of the construction plans and specifications for the SWE, the CITY will provide the FBI with a cost for construction. The cost for all work and services payable by FBI will be pursuant to a "firm fixed" and "fair and reasonable" versus "time and material" price. Fair and reasonable price means a price that is fair to both parties, considering the agreed-upon conditions, promised quality, and timeliness of contract performance. This project will be accomplished in two phases – Phase 1 (construction

of the demising wall) and Phase 2 (construction of the balance of the SWE). For use in connection with FBI's cost and price analysis, BOE and GSD, as applicable, will provide FBI with a complete and itemized/detailed breakdown of the proposals. This information may include, but not necessarily be limited to, the number and type of labor hours, hourly rates, and material costs. If there are differing conclusions as to what is fair and reasonable, then, the required work/services must be publically advertised and bid. If the public competitive process results in a fair and reasonable price, then, subject to available funding on the part of the FBI, the work/services will be obtained pursuant to that pricing. BOE and GSD may follow their own procurement procedures as long as those procedures meet or exceed the procurement standards in the federal regulations. All work/service and contracts shall be monitored by BOE and GSD (and will also be monitored by FBI) to assure compliance with the terms, conditions and specifications of this MOA, associated FBI purchase order(s), and applicable construction plans and specifications.

- (7) The CITY, BOE and GSD agree in good faith to use best efforts to complete the design and construction in a reasonable amount of time.
- (8) LAPD is authorized to transfer at anytime, from time-to-time; and upon completion of milestones agreed to by the FBI; the funds that LAPD receives from FBI provided such transfers shall be only to the CIEP in accordance with this MOA. BOE and GSD will act as the contracting entities as relates to the acquisition or procurement of needed design and construction services and materials.
- (9) BOE and GSD shall make disbursements of the FBI provided funds for this SWE project only in connection with properly contracted for services and materials that have been received and inspected/accepted by the FBI. FBI has assigned a project manager in connection with this SWE project and this project manager will be the point-of-contact for facilitating and coordinating the various FBI inspections and acceptances that are required from time-to-time throughout the project.
- (10) Any unused FBI funds held by LAPD and/or BOE and/or GSD at the completion of the construction and initial occupancy of the SWE shall be recovered by LAPD from BOE and/or GSD and returned by LAPD to the FBI.

D. Furniture Costs. FBI shall be responsible for purchasing and installing furniture for the SWE (cubicles, storage, end-tables, etc.). The purchased and installed furniture shall be in accordance with an FBI reviewed/approved furniture

specification and layout plan, and shall be subject to available funding on the part of the FBI.

- E. Infrastructure Costs. The FBI shall install at its own costs all infrastructure items, including all telecommunications and other electronic devices, such as internet, secure safes/cabinets, televisions, monitors, computers, printers, telephones, facsimiles, cabling, cubicle connections, alarms and all security related devices. FBI shall be responsible for purchasing office supplies required for operation of the SWE. The FBI shall coordinate the installation of this infrastructure with both BOE, GSD, and the City's Information Technology Agency (ITA) and if such installation in any way impacts existing CITY equipment or fixtures or if the CITY, BOE, GSD and/or ITA are required to move, modify or remove any existing CITY equipment or fixtures to accommodate the installation of FBI infrastructure, then the FBI shall be responsible for the fair and reasonable actual costs incurred by the CITY, BOE and/or GSD in accommodating the installation of the FBI infrastructure.
- F. LAPD will provide JTTF personnel assigned to the SWE with security access badging enabling 24 hour access seven days a week. LAPD will also provide JTTF personnel central parking privileges not to exceed 20 spaces.
- G. All non-FBI personnel involved with the design and construction of the SWE are required to have a FBI limited background investigation (LBI). The LAPD will forward the names of personnel requiring an LBI to the FBI. The FBI will provide personnel on-site to monitor construction.

XI. SETTLEMENT OF DISPUTES

- A. Disagreements between the parties arising under or relating to this MOA will be resolved only by consultation between the parties and will not be referred to a local, state, or federal court.

XII. MISCELLANEOUS PROVISIONS

- A. Partial Invalidity/Severability. If any provision or condition contained in this MOA shall, to any extent, be invalid or unenforceable, the remainder of this MOA, or the application of such provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other provision and condition of this MOA shall be valid and enforceable.
- B. Notwithstanding anything to the contrary contained in this MOA or otherwise, this MOA does not alter or negate the responsibilities and liabilities of the parties as articulated in the JTTF MOU and the LAPD-FBI Operational MOU.

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- C. Amendment. Except as otherwise provided, this MOA may be amended by the mutual written consent of the parties' authorized representatives.
- D. This MOA is the complete and exclusive statement of agreement between the parties with respect to the construction and term(s) of occupancy of the SWE. All activities of the parties under this MOA will be carried out in accordance with the terms and conditions of this MOA. Nothing in this MOA is intended to create, nor does it create, an enforceable legal right or private right of action. The foregoing represents the understandings reached between the FBI and LAPD upon the matters referred to herein.

XIII. POINTS OF CONTACT

- A. The following personnel are designated as the parties' points of contact (POCs) for this agreement, including all notifications required by this MOA. The POCs will address and resolve or facilitate the resolution of all issues related to this agreement. The parties agree to coordinate design plans, construction activity, security and safety issues, jurisdictional matters, and other issues through their designated POC designated below.

The POCs are as follows:

For the FBI:

Richard Schreiber
Unit Chief – SWE Unit
Facilities and Logistics Services Division
Federal Bureau of Investigation
935 Pennsylvania Ave., NW, Suite WB500
Washington, DC 20535
Richard.schreiber@ic.fbi.gov

William P. O'Leary
Assistant Special Agent in Charge, Los Angeles Division
Federal Bureau of Investigation
11000 Wilshire Boulevard, Suite 1100
Los Angeles, CA 90024
William.Oleary@ic.fbi.gov

For LAPD:

Joan T. Mc Namara
Assistant Commanding Officer
Counter-Terrorism and Criminal Intelligence Bureau
100 West 1st Street
Los Angeles, CA 90012

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For GSD: Lourdes Owen, Property Manager III
Department of General Services
Asset Management Division
111 E. 1st Street, 2nd Floor
Los Angeles, California 90012

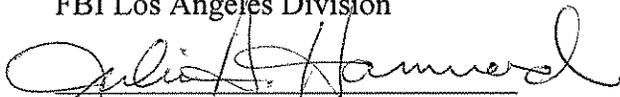
APPROVALS:

FOR THE FEDERAL BUREAU OF INVESTIGATION



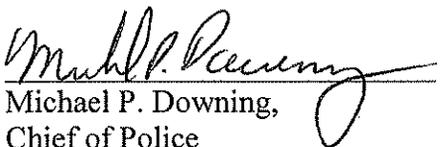
Steven L. Gomez
Special Agent in Charge
FBI Los Angeles Division

11/16/2009
Date


Contracting Officer
Finance Division, FBI

11/19/09
Date

FOR THE LOS ANGELES POLICE DEPARTMENT



Michael P. Downing,
Chief of Police
Los Angeles Police Department

11-13-09
Date

FOR THE LOS ANGELES DEPARTMENT OF GENERAL SERVICES



TONY M. ROYSTER, General Manager
Los Angeles Department of General Services

11-16-09
Date

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FOR THE DEPARTMENT OF PUBLIC WORKS, BUREAU OF ENGINEERING

Cynthia M. Ruiz
Cynthia M. Ruiz, President, Board of Public Works

11-16-09
Date

Mark Lee Moore
Gary Lee Moore, City Engineer

11-13-09
Date

Approved as to Form

November 13, 2009
Carmen A. Trutanich, City Attorney

By Annette R. Bogna
Annette R. Bogna
Deputy City Attorney

ATTEST:

JUNE LAGMAY, City Clerk



By Isabel Rodarte
C-116360

Date 11-20-09