



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS SPECIAL MEETING

Thursday, July 10, 2014 • 9:00 a.m.

Kenneth Hahn Hall of Administration – Room 739  
500 W. Temple St., Los Angeles, CA 90012

Los Angeles Regional Interoperable Communications System Authority (the “Authority”)

#### **AGENDA POSTED: July 7, 2014**

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

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#### **Members:**

1. **William T Fujioka**, Chair, CEO, County of Los Angeles
2. **Kim Raney**, Police Chief, City of Covina, representing At Large Seat
3. **Scott Pickwith**, Police Chief, representing the Los Angeles County Police Chiefs Association
4. **Ron Iizuka**, Police Captain, City of Culver City, representing At Large Seat
5. **Mark R. Alexander**, City Manager, representing the California Contract Cities Association
6. **Reginald Harrison**, Deputy City Manager, City of Long Beach
7. **Miguel Santana**, CAO, City of Los Angeles
8. **Gregory L. Simay**, Assistant General Manager, City of Burbank Water & Power, representing At Large Seat
9. **Bill Walker**, Fire Chief, representing the Los Angeles Area Fire Chiefs Association
10. **James G. Featherstone**, Interim Fire Chief, City of Los Angeles
11. **Charles L. Beck**, Vice Chair, Police Chief, City of Los Angeles
12. **Daryl L. Osby**, Fire Chief, County of Los Angeles
13. **Dr. Mitchell H. Katz**, Director, DHS, County of Los Angeles
14. **Gerry F. Miller**, Chief Legislative Analyst, City of Los Angeles
15. **Steven K. Zipperman**, Police Chief, Los Angeles School Police Department
16. **Vacant**, City of El Segundo, representing At Large Seat
17. **John Scott**, Sheriff, County of Los Angeles

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#### **Officers:**

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



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

**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

**III. APPROVAL OF MINUTES (1–2)**

1. May 28, 2014 Special Meeting Minutes

Attachment: Item 1

2. June 5, 2014 Regular Meeting Minutes

Attachment: Item 2

**IV. CONSENT CALENDAR – (None)**

**V. REPORTS (3–6)**

3. Committee Reports – None

4. Director’s Report – Pat Mallon

5. Project Manager’s Report – Pat Mallon

Attachment: Item 5

6. Grant Status Report – Pat Mallon

**VI. DISCUSSION ITEMS (None)**

**VII. ADMINISTRATIVE MATTERS (7–9) – Pat Mallon**

**7. APPROVE AMENDMENT FOUR FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) – PUBLIC SAFETY BROADBAND NETWORK**

It is recommended that your Board:

Delegate authority to the Executive Director to (a) Execute an Amendment, substantially similar in form to Attachment A, to Agreement No. LA-RICS 008 Los Angeles Regional Interoperable Communications System – PSBN System to exercise the Unilateral Options for all Work for a Contract Sum of \$2,962,648, pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC; and (b) to issue one or more notices to proceed for ordering equipment necessary for Phase 2 and Phase 3 for both Additive Alternate No. 1 and Additive Alternate No. 2 Work, but Work shall commence only after the Authority issues Motorola Solutions, Inc. (Motorola) written notice of receipt of any required NEPA and other Federal approvals for the sites for which the Notice to Proceed are being issued.

Attachment: Item 7, A & B



**8. ACCEPT 2013 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS**

It is recommended that your Board:

- a. Accept \$13,744,067.00 in grant funds from the Fiscal Year 2013 UASI funds as distributed through the California Office of Emergency Services (CalOES); and,
- b. Authorize the Executive Director to execute the 2013 UASI Sub-recipient Agreement, substantially similar to the attached from 2010, between the City of Los Angeles and the Authority.

Attachment: Item 8, A

**9. APPROVE AMENDMENT TWO FOR ENVIRONMENTAL DOCUMENTATION SERVICES WITH ULTRASYSTEMS ENVIRONMENTAL, INC.**

It is recommended that your Board:

- a. Approve an increase to the Maximum Contract Sum in a not to exceed amount of \$250,000, which will increase the Maximum Contract Sum amount from \$3,007,579 to \$3,257,579; and,
- b. Delegate authority to the Executive Director to finalize and execute Amendment Two with UltraSystems, in substantially similar form to Attachment A.

Attachment: Item 9, A

**10. APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF GARDENA**

It is recommended that your Board:

- a. Find that the approval and execution of the Site Access Agreement by the LA-RICS Authority does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that these activities are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged; and,
- b. Authorize the Executive Director to finalize and execute, substantially similar in form, a Site Access Agreement with the City of Gardena. This Site Access Agreements is for the Long Term Evolution (LTE) broadband communication site within the City's jurisdiction.

Attachment: Item 10, A & B

**VIII. CLOSED SESSION REPORT – (None)**

**IX. MISCELLANEOUS – (None)**

**X. PUBLIC COMMENTS**

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

**XII. ADJOURNMENT and NEXT MEETING:**

Thursday, August 7, 2014, 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.



# Board of Directors SPECIAL MEETING MINUTES

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

May 28, 2014

Grace E. Simons Lodge  
1025 Elysian Park Drive, Los Angeles, CA 90012

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### Board Members Present:

**William “Bill” T Fujioka Chair**, CEO, County of Los Angeles  
**Kim Raney**, Police Chief, City of Covina, representing At Large Seat  
**Scott Pickwith**, Police Chief, City of La Verne, representing the Los Angeles County Police Chiefs Association  
**Ron Iizuka**, Police Captain, City of Culver City, representing At Large Seat  
**Mark R. Alexander**, City Manager, City of La Cañada Flintridge, representing the Contract Cities Association  
**Reginald “Reggie” Harrison**, Deputy City Manager, City of Long Beach  
**Gregory “Greg” L. Simay**, Assistant General Manager, City of Burbank Water & Power, representing At Large Seat  
**Bill Walker**, Fire Chief, City of Alhambra, representing the Los Angeles Area Fire Chiefs Association  
**LeRoy J. Jackson**, City Manager, City of Torrance, representing At Large Seat

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### Representatives For Board Members Present:

**Patricia “Patty” J. Huber**, representing Miguel Santana, for the City of Los Angeles Chief Administrative Office  
**Ronnie Villanueva**, representing James G. Featherstone, for the City of Los Angeles Fire Department  
**Sandy Jo MacArthur**, representing Charles “Charlie” L. Beck, Vice Chair, for the City of Los Angeles Police Department  
**Mark J. Bennett**, representing Daryl L. Osby, for the County of Los Angeles Fire Department  
**Cathy Chidester**, representing Dr. Mitchell H. Katz, for the County of Los Angeles Department of Health Services  
**Matias Farfan**, representing Gerry Miller, for the City of Los Angeles Chief Information Office  
**Nancy L. Ramirez**, representing Steven K. “Steve” Zipperman, for the Los Angeles School Police Department  
**Scott Edson**, representing, John Scott, for the County of Los Angeles Sheriff Department

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### Officers Present:

**Pat Mallon**, LA-RICS Executive Director  
**Rachelle Anema**, representing John Naimo, Auditor-Controller, County of Los Angeles  
**Patricia Saucedo**, Board Secretary

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### Absent:

**Mark J. Saladino**, Treasurer and Tax Collector, County of Los Angeles



**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

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

**III. APPROVAL OF MINUTES – (None)**

**IV. CONSENT CALENDAR – (None)**

**V. REPORTS – (1)**

1. Committee Reports

a. Finance Committee – Stephen Sotomayor

Stephen Sotomayor, Chair of Finance Committee, stated the Finance Committee reviewed the LA-RICS Funding Plan last week. During this meeting the committee discussed several iterations of the Funding Plan and agreed to recommend to the JPA Board that they extend the “opt out” period to 60 days. This will allow members to move through their political processes to adopt the funding plan and to get through their respective approval authorities. The Committee discussed two alternative plans. One is to look at splitting the costs of the system based on a 50/50 split in geography and population. The other looks at the operational side based upon the number of devices that could be used on the system. The committee’s discussion mainly revolved around the idea that if the devices are used, it provides an opportunity for individuals to only put a few devices; where as a split between geography and population provides a very hard and simple formula for determining responsibility in the share of the costs. The Committee did not make an endorsement of either recommendation due to the fact that the data that was provided in your report today, wasn’t available. That item will be before you today which is that the funding plan move forward. Board Member LeRoy Jackson asked if the 50/50 split, a plan B, is a significant change in the original plan? LeRoy Jackson stated he was looking at it more as a legal question, is it a significant change that has to go back out for an additional comment period. Truc Moore, Counsel of the Authority, stated Section 5.01 of the JPA Agreement states that after the comment period has expired, the Board had several options, including (a) Adopting the Funding Plan as proposed, which was the plan that was circulated to all the Members, or (b) Revising the Funding Plan to address some or all of the Member comments. The Board can adopt Option A or B or (c) Reconsider the Funding Plan at a later date. There is no express requirement that the Board circulate the plan again. The Board is also not prohibited from doing so, but it is not expressly required in the JPA Agreement. Bill Fujioka stated, “we can make a decision today if we choose.” Counsel stated, “That’s right, you can choose to adopt today, or you can choose to circulate it.”

Board Member Mark Alexander stated, “At the last meeting I asked to look at the implications of a 365 day opt out period,” adding that he didn’t see any information related to that in the packet. Truc Moore stated, we did look at the 365 days. A major concern, especially for LTE is, there is a grant match requirement with respect to dollars. With the longer period, you don’t have a full understanding of what the membership looks like. If the majority of the membership were to leave at the end of the 365 days (for example) then it significantly increases the liability for the remaining members. We felt the recommendation of 60 days would give all of the jurisdictions an opportunity to understand and evaluate the plan and take it to their agencies and bring it back within that time period so the JPA Board would have an understanding of how the membership will look after a 60 day period. Mark Alexander stated, that he disagreed. He didn’t think 60 days is enough time for the agencies to fully understand the implications of the plan. He indicated he would be voting “No” on Adoption of the Funding Plan if we stay with the 60 day opt out period. We need a far longer period of time to evaluate the true impacts and what the effects are in the funding plan. I am disappointed that we didn’t look at a much longer period to allow the cities, the agencies to really assess what the implications are.



Board Member Bill Walker stated on the populations, is that calculated on the daily population? Some cities have a lot of flux, like a beach city, where you've got populations that change. So you might have a call volume that is similar to a city with a population of 100,000 but your day population is much less. Derek Wong, PMC, stated population is based on residential for all jurisdictions, except for Cities of Industry and Vernon in which we used a day-time population.

Originally we were looking at call volume, as a basis on use of the system. Population is another way to look at it. But if you have a population flux because you are at the beach with 100,000 people a day, your call volume is similar to a city that has a residential population with much more. Bill Fujioka stated, I want to suggest that, at a three year period (after we turn the system on) we should have some real data to look at and that we relook at the Funding Plan. We look at the actual usage for all the cities and geographic areas and where appropriate, revise it. If after three years we don't have sufficient data, we can extend that one more year. On Mark's issue on the opt out period, we said 60 days, was there something magical about 60 days? I am going to hear a request later for 90 days. What would be the impact if we go longer? If we went 90 days, is that reasonable? Pat Mallon stated the concern with the 365 days is that over the course of the next 13 months, even if you include the month of June, we are going to be expending a significant amount of the grant funds and we have to match it at 10%. The concern is if you wait until 365 days and someone opts out at 365 days, those that remain may be dramatically impacted by the match requirement. Alternate Board Member Patty Huber stated, as I recall during this opt out period, none of the jurisdictions actually become obligated for any of the costs incurred during that period, correct? Pat Mallon stated correct. Ms. Huber went on to state with the 365 day period means that somebody could opt out in a year and other people have made a decision and suddenly now, somebody has to be paying cost for a year? Mark Alexander stated, I am not hard and fast on 365 days, but I am on giving the cities sufficient time to understand what the implications of this are. It may be 180 days, I don't know. But, you just answered my question, in one respect. You said that there is a 10% match. We don't know what that means to the Cities. I can't tell my contract cities what this is going to cost them to this day. So 10% of the match, what does that mean to the contract cities? To the agencies that are participating? We don't know the answer to that.

Board Member Greg Simay stated just to answer your question Burbank, for example, has an employment population that is close to its residential population. In the Finance Committee, we always had the principal that cost drivers should pay. There are two compounding factors. One has been mentioned, however, the data was inconsistent. We didn't have enough to really work with; and, two, we're in the middle of a big change in public safety communications. Communications that in the past might have been radio, voice communications, now instead, there is text communications. So, I don't think the agencies themselves know how far that is going to evolve and a year from now what percentage will be text and what percentage will be voice. In the meantime, if the funding plan is adopted, you are forced to go with some reasonable surrogate that hopefully when you migrate from your best guess to what is actually based on hard data, it is not going to be too much of a shock. Or, if there is a substantial change there would have to be some kind of a transition period. It would be nice to know after year one, then maybe give yourself a year or two or three to gradually move this forward. Alternate Board Member MacArthur stated I agree with you. I think that your plan to reassess this after a year is a good idea.

**VI. DISCUSSION ITEM (None)**



**VII. ADMINISTRATIVE MATTERS (2–5)**

**2. LA-RICS PROPERTY COVERAGE INSURANCES**

It is recommended that your Board:

1. Discuss the following property coverage options for the LA-RICS Joint Powers Authority (JPA):
  - a. Commercial Property Insurance. The Commercial Property Insurance will cover the total replacement value of property at LTE and LMR sites under Alliant Insurance Services (Alliant), who is the property insurance provider for the California Joint Powers Insurance Authority (CJPIA); and,
  - b. Earthquake Insurance. The Earthquake Coverage will be for those specified sites that have been deemed by the California Department of Insurance as located in an Earthquake zone; and,
  - c. Emergency Vehicle Coverage. The Emergency Vehicle Coverage will cover our Site on Wheels (SOW) and our Cell on Wheels (COW) equipment;
2. Provide direction to Authority Staff as to whether the Board would like to pursue and procure each of the types of insurance coverage identified above; and,
3. If the Board would like to procure any of the types of insurance coverage identified above, delegate authority to the Executive Director to complete and maintain the CJPIA Property Schedule (Attachment A) on behalf of the Authority; take all action to procure and maintain this insurance; and, procure the property coverage at the limits specified by the Board with a not-to-exceed cost of \$125,000 per year.

Pat Mallon read the details of agenda item 2.

After a very short discussion, Alternate Board Member Sandy Jo MacArthur motioned to take two out of three items, excluding the Earthquake Insurance, seconded by Alternate Board Member Ron Villanueva, the motion was approved. The Board's consensus was unanimous.

**Ayes:** 17 – Raney, Pickwith, Iizuka, Alexander, Harrison, Huber, Simay, Walker, Fujioka, Villanueva, Mac Arthur, Bennett, Chidester, Farfan, Ramirez, Jackson, Edson

**MOTION APPROVED.**

**3. APPROVE SITE ACCESS AGREEMENTS WITH THE COUNTY OF LOS ANGELES, CITY OF DIAMOND BAR AND THE CITY OF INDUSTRY**

It is recommended that your Board:

- a. Find that the approval and execution of the Site Access Agreements by the LA-RICS Authority does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that these activities are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged.
- b. Authorize the Executive Director to finalize and execute, substantially similar in form, one or more Site Access Agreements with the County of Los Angeles, the City of Industry and





the City of Diamond Bar. These Site Access Agreements are for the Long Term Evolution (LTE) broadband communication sites within their respective jurisdictions.

Pat Mallon read the details of agenda item 3.

Alternate Board Member Sandy Jo MacArthur, seconded by Alternate Board Member Ron Villanueva motioned to approve. The Board’s consensus was unanimous.

**Ayes:** 17 – Raney, Pickwith, Iizuka, Alexander, Harrison, Huber, Simay, Walker, Fujioka, Villanueva, Mac Arthur, Bennett, Chidester, Farfan, Ramirez, Jackson, Edson

**MOTION APPROVED.**

4. APPROVE A MEMORANDUM OF UNDERSTANDING FOR USE OF LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM USER EQUIPMENT

It is recommended that your Board:

Delegate authority to the Executive Director to execute MOUs with member agencies, substantially similar in form to Attachment A, which would allow LA-RICS to loan User Equipment to member agencies approved by the SHSGP Approval Authority.

Pat Mallon read the details of agenda item 4.

Board Member Mark Alexander, seconded by Board Member LeRoy Jackson motioned to approve. The Board’s consensus was unanimous.

**Ayes:** 17 – Raney, Pickwith, Iizuka, Alexander, Harrison, Huber, Simay, Walker, Fujioka, Villanueva, Mac Arthur, Bennett, Chidester, Farfan, Ramirez, Jackson, Edson

**MOTION APPROVED.**

5. ADOPTION OF FUNDING PLAN

It is recommended that your Board:

1. Review the attached recommended Funding Plan options:

**a. Proposed Draft Funding Plan A (See formula on Page 3 of this Staff Report)**

i. Joint Powers Authority Administration:

1) Distribution of 40% of Authority staff and operating costs be based on Authority Members proportional share of countywide population and geography equally split 50%/50% (effective FY 2014/2015).

ii. LTE System Operating Costs include additional maintenance costs for Home Subscriber Services (HSS) and the Redundant Evolved Packet Core and exclude Capital Replacement Reserve and be based on the following criteria:

1) The cost of operation during the first year of operation (FY 2015/16) is based on:

a) Distribution of 30% of Authority staffing and LTE system operational costs and fiber connectivity operational costs, if applicable, based on the average number of data devices in use.

b) Hard Match contribution be based on Authority Members proportional share of countywide population and geography equally split 50%/50%.



- 2) The cost of operation during the second and subsequent years of operation (effective FY 2016/17) is based on:
    - a) Distribution of 30% of Authority staffing and LTE system operational costs and full cost of LTE system maintenance (including leased fiber connectivity, if applicable) based on the average number of data devices in use.
    - b) Hard Match contribution based on members proportional share of countywide population and geography equally split 50%/50%.
  - 3) Cost of operation during years following the extinguishment of commercial financing will continue as reflected above with the exception of Hard Match contribution.
- iii. LMR System Operating Costs be based on the following criteria:
- 1) Consideration of LMR System Operating Costs will be the subject of a revision to the Funding Plan released prior to the activation of the system. This in consideration of:
    - a) Execution of the LMR contract is by Phase, with each Phase requiring approval of a Notice to Proceed by the Authority Board of Directors.
    - b) Sufficient funding for each Phase must be demonstrated to the Authority Board of Directors before such consideration.
      - i) Individual Notices to Proceed may be authorized by the Board of Directors on a Site by Site basis, depending on funding availability.
      - ii) Any decrease or suspension in grant funding which might subject Authority Members to an increased substantial financial liability should be evaluated by the Board to determine whether a revised Funding Plan should be adopted, and if one is adopted, will trigger an additional 45 day Opt-Out Period.
      - iii) The LMR contract provides for termination for non-appropriation of funds, thus further protecting Authority Members from further liabilities being incurred that cannot be addressed via revision to the Funding Plan.
  - 2) The Detailed Design of the LMR system is currently in progress.
    - i) The inability to achieve maximum benefit from some of the designated sites is resulting in site substitution and/or additions. This may result in an adjustment of maintenance and operating costs.
    - ii) Changes in LMR technology during the design phase which warrant reconfiguration of operational aspects may result in a change to the costs allocated to Authority Members.
    - iii) An updated analysis of projected maintenance and operating costs may also result in a change to the costs allocated to Authority Members.



- 3) The Detailed Design of the LMR system is currently in progress.
  - iv) The inability to achieve maximum benefit from some of the designated sites is resulting in site substitution and/or additions. This may result in an adjustment of maintenance and operating costs.
  - v) Changes in LMR technology during the design phase which warrant reconfiguration of operational aspects may result in a change to the costs allocated to Authority Members.
  - vi) An updated analysis of projected maintenance and operating costs may also result in a change to the costs allocated to Authority Members.

**b. Proposed Draft Funding Plan B (See formula on Page 4 of this Staff Report)**

All cost for operation of the Authority and both LTE and LMR system costs, including system administration, hard match (LTE), operations and Maintenance and Capital Replacement (LMR) will be distributed among Authority Members based on the following cost factors:

- i. Population – 50%
  - ii. Geography – 50%
2. Adopt Proposed Funding Plan Option A OR Option B; and,
  3. Delegate Authority to the Executive Director, or his Designee, to notify Authority Members pursuant to Section 7.01 of the LA-RICS Joint Powers Agreement, of adoption of the Funding Plan, and provide a copy of the same by no later than June 2, 2014; and,
  4. Designate Wednesday August 1, 2014 (60 days) as the deadline for Authority Members to submit written notice of withdrawal from the Authority, if that is their governing body's determination.

Chair Bill Fujioka stated that the Funding Plan will be revisited again after three years to make some comparisons on up-to-date-populations, to see if it is working, to see if it is equitable, and to develop options of extending the data timeline for more review. Pat Mallon followed by reading the details of agenda item 5.

**[Speaker Card]** Mr. Kit Fox, City of Rancho Palos Verdes, stated he appreciated the comments made from Board Member Mark Alexander and further suggested that the Board consider extending the Opt Out Period from 60 days to at least 90 days or anything longer than that.

After some discussion on this matter, Chair Bill Fujioka requested a motion to extend the Opt Out period to 180 days. Board Member Mark Alexander, seconded by Board Member LeRoy Jackson motioned to approve. The Board's consensus was unanimous.

**Ayes:** 17 – Raney, Pickwith, Iizuka, Alexander, Harrison, Huber, Simay, Walker, Fujioka, Villanueva, Mac Arthur, Bennett, Chidester, Farfan, Ramirez, Jackson, Edson

**MOTION APPROVED.**



Chair Bill Fujioka requested a motion to approve Option B. Alternate Board Member Patty Huber, seconded by Alternate Member Sandy Jo MacArthur motioned to approve. Pat Mallon pursued a roll call for Option B of the Funding Plan, the motion was approved. The Board's consensus was as follows:

**Ayes:** 12 – Webster, Pickwith, Alexander, Huber, Fujioka, Villanueva, MacArthur, Bennett, Chidester, Farfan, Ramirez, Edson

**Noes:** 5 – Iizuka, Harrison, Simay, Walker, Jackson

**MOTION APPROVED.**

**VIII. CLOSED SESSION REPORT – (None)**

**IX. MISCELLANEOUS – (None)**

**X. PUBLIC COMMENTS**

See [Speaker Card] noted in item 5.

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

**XII. ADJOURNMENT**

Chair Fujioka announced adjournment of this meeting. The Board Members unanimously favored this motion and adjourned. The next Board meeting will be held on Thursday, June 5, 2014, at the Grace E. Simons Lodge.



# Board of Directors MEETING MINUTES

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

June 5, 2014

Grace E. Simons Lodge  
1025 Elysian Park Drive, Los Angeles, CA 90012

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## Board Members Present:

**William “Bill” T Fujioka Chair**, CEO, County of Los Angeles  
**Ron Iizuka**, Police Captain, City of Culver City, representing At Large Seat  
**Mark R. Alexander**, City Manager, City of La Cañada Flintridge, representing the Contract Cities Association  
**Gregory “Greg” L. Simay**, Assistant General Manager, City of Burbank Water & Power, representing At Large Seat  
**Bill Walker**, Fire Chief, City of Alhambra, representing the Los Angeles Area Fire Chiefs Association  
**Gerry F. Miller**, Chief Legislative Analyst, City of Los Angeles  
**LeRoy J. Jackson**, City Manager, City of Torrance, representing At Large Seat

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## Representatives For Board Members Present:

**Derek Webster**, representing Kim Raney, City of Covina, At Large Seat  
**Mike Sarjeant**, representing Reginald “Reggie” Harrison, for the City of Long Beach  
**Ronnie Villanueva**, representing James G. Featherstone, for the City of Los Angeles Fire Department  
**Sandy Jo MacArthur**, representing Charles “Charlie” L. Beck, Vice Chair, for the City of Los Angeles Police Department  
**Mark J. Bennett**, representing Daryl L. Osby, for the County of Los Angeles Fire Department  
**Nancy L. Ramirez**, representing Steven K. “Steve” Zipperman, for the Los Angeles School Police Department  
**Scott Edson**, representing John Scott, for the County of Los Angeles Sheriff Department

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## Officers Present:

**Pat Mallon**, LA-RICS Executive Director  
**Patricia Saucedo**, Board Secretary

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## Absent:

**Scott Pickwith**, Police Chief, City of La Verne, representing the Los Angeles County Police Chiefs Association  
**Miguel Santana**, CAO, City of Los Angeles  
**Dr. Mitchell H. Katz**, for the County of Los Angeles Department of Health Services  
**John Naimo**, Auditor-Controller, County of Los Angeles  
**Mark J. Saladino**, Treasurer and Tax Collector, County of Los Angeles

**AGENDA ITEM 2**



**I. CALL TO ORDER**

**II. ANNOUNCE QUORUM – Roll Call**

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

**III. APPROVAL OF MINUTES – (1)**

1. May 7, 2014 – Regular Meeting Minutes.

Alternate Board Member Sandy Jo MacArthur, seconded by Alternate Board Member Nancy Ramirez and Board Member LeRoy Jackson, motioned to approve the Minutes. The Board's consensus was unanimous.

**Ayes:** 14 – Webster, Iizuka, Alexander, Sarjeant, Simay, Walker, Fujioka, Villanueva, MacArthur, Bennett, Miller, Ramirez, Jackson, Edson

**MOTION APPROVED.**

**IV. CONSENT CALENDAR – (None)**

**V. REPORTS – (2-5)**

2. Committee Reports - None
3. Director's Report – Pat Mallon

Executive Director Pat Mallon reported that for the LTE Project, Motorola and the project team are continuing to pursue site assessments. To date, we have completed the initial design assessments on all but 13 sites. Of those 13, 10 are scheduled and we have 3 pending; one in the City of El Segundo and two in the City of West Covina. We haven't been able to make arrangements with those respective Cities. The Motorola team is currently in the process of conducting secondary site visits where they can do "line of sight" surveys for the microwave backhaul. We are awaiting "Right of Entry" permits to be able to do test borings as well as clearance from NTIA for that initiative. This is all part of the NEPA process.

At your last regular meeting, I reported that we received official notice of a Corrective Action Plan (CAP). There were three prongs to that plan. The first was on the environmental documentation. Part 1 was that we do a Biological Assessment and submit by Friday, May 9, 2014, which we have completed. Further, the Environmental Assessment needed to be completed by Friday, May 16, 2014, which has been completed. We have recently learned that the California State Historical Planning Office (SHPO), identified issues in the work product of our environmental consultant, UltraSystems. We are working to address those issues now. The second prong of the CAP was approval of the Funding Plan on or before June 5<sup>th</sup>. Your Board approved the plan on May 28<sup>th</sup>. The Plan was distributed to all Members on Monday, June 2, 2014.

The third prong of the CAP was the LA-RICS Project Management Plan to include Phased Deployment. We did submit that Management Plan on time, and we are waiting to receive feedback from NTIA. NTIA advised they wanted to wait until they learned if we had approved the Funding Plan prior to issuing their comments.

We are continuing to work with both Motorola and the Jacobs team to finalize a deployment strategy. We have dropped two sites from the 231 as the City of La Verne has determined that the installation of the PSBN monopoles will not be compatible with their adjacent neighborhoods.

As of today, the LTE contract value remains at \$175,583,275. Amendment 1 which allowed for the contractor to move into Phase I was approved by your Board on March 6, 2014. Amendment No. 2 which allowed us to include the redundant Evolved Packet Core (EPC) and the Home Subscribers Services Unit was approved also by your Board. Amendment 3 which will allow



going into Phases II and III is on your agenda for today. There has been no change to the Terms of the Contract.

On the LMR System, we are continuing to work with Motorola to identify site-specific issues and we are moving very quickly with the Environmental Impact Report which is being done by the Jacobs Team. There has been no change to the project as it was reported to you at your last meeting. Amendments 1, 3, 4 and 7 have been approved by your Board. Amendment 2, 5 and 6 were done under your delegation of authority. To date, \$36,301,206 has been committed to the project in Phase I. The maximum contract value with Amendments 1 through 7 is \$288,074,669.

On Site Access Agreements, as previously reported, we are continuing our outreach effort to cities with those LTE sites. For many jurisdictions, we are still waiting for comments on the Site Access Agreement. If you know of any Cities that are sitting on those, it would certainly help us move the project along if you would encourage them to get us their comments back.

Your Board approved the Site Access Agreement for the County owned sites at your May 28, 2014 meeting. We are hopeful to have those presented to the County Board of Supervisor's for consideration by the end of this month or early July 2014.

Board Member Mark Alexander asked about the 13 cities that you have difficulty securing the site access agreements? Pat Mallon stated there are 13 sites that we have not visited. Ten of those have been scheduled. We have two Cities, West Covina and El Segundo, that we are having difficulty in getting responses from. Mark Alexander continued, are there any cities that have communicated an outright "we're not interested"? Pat Mallon stated, only the City of La Verne. Bill Fujioka asked, "Who are you dealing with for those Cities?" Pat Mallon stated the City Managers, also with Fire and Police Chiefs. Chair Fujioka stated maybe the Fire or Police Chiefs Associations can reach out to their peers and I will have my staff reach out to the City Managers.

4. Project Manager's Report – Pat Mallon

Executive Director Pat Mallon stated, the Jacob's report is included in your agenda under Item #4, and included with that is the Motorola Solutions Project report.

5. Grant Status Report – Pat Mallon

Executive Director Pat Mallon stated, "There has been no change to the grant allocations since my last report."

**VI. DISCUSSION ITEM (None)**

**VII. ADMINISTRATIVE MATTERS (6–8)**

**6. APPROVE AMENDMENT THREE FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM ("LA-RICS") – PUBLIC SAFETY BROADBAND NETWORK**

It is recommended that your Board:

Delegate authority to the Executive Director to (a) Execute an Amendment, substantially similar in form to Attachment A, to Agreement No. LA-RICS 008 Los Angeles Regional Interoperable Communications System – Public Safety Broadband Network ("PSBN") System with Motorola Solutions, Inc. ("Motorola") to exercise the Unilateral Options for all Work pertaining to Phase 2 and Phase 3, for a total Contract Sum of \$91,972,723; (b) to issue one or more notices to proceed for ordering equipment necessary for Phase 3; and (c) to issue one or more Notices to



Proceed to Motorola for Phase 2 site work, but only after receipt of the required NEPA and other Federal approvals for the sites for which the Notice to Proceed are being issued.

Executive Director Pat Mallon read the details of Agenda Item #6. Alternate Member Scott Edson motioned to approve this item, second by Alternate Member Sandy Jo MacArthur; Board Member LeRoy Jackson abstained from voting on this item. Pat Mallon pursued a roll call vote for this item. The motion was approved as follows:

**Ayes:** 13 – Webster, Iizuka, Alexander, Sarjeant, Simay, Walker, Fujioka, Villanueva, MacArthur, Bennett, Miller, Ramirez, Edson

**Abstained:** Jackson

**MOTION APPROVED.**

7. **APPROVE AMENDMENT ELEVEN FOR PROJECT MANAGEMENT SERVICES WITH JACOBS PROJECT MANAGEMENT CO.**

It is recommended that your Board:

- a. Approve an increase to the Maximum Contract Sum in a not to exceed amount of \$306,600, which will increase the Maximum Contract Sum amount from \$30,179,665 to \$30,486,265.
- b. Delegate authority to the Executive Director as follows:
  - i. Finalize and execute Amendment No. 11 with Jacobs, substantially similar to Attachment A; and,
  - ii. Approve an addition to the contract's scope of work to allow Jacobs to engage and perform certain environmental work including, but not limited to, providing Cultural Resources assistance work to the Authority as set forth in the scope of work and adjust the Staffing Plan accordingly.

Pat Mallon read the details of Agenda Item #7.

Board Member Mark Alexander moved for approval, seconded by Alternate Board Member Ronnie Villanueva. The Board's consensus was unanimous.

**Ayes:** 14 – Webster, Iizuka, Alexander, Sarjeant, Simay, Walker, Fujioka, Villanueva, MacArthur, Bennett, Miller, Ramirez, Jackson, Edson

**MOTION APPROVED.**





**8. SPECTRUM USE AGREEMENT WITH THE COUNTY OF LOS ANGELES**

It is recommended that your board:

Delegate authority to the Executive Director to Execute an Agreement, substantially similar in form to Attachment A, with the County to allow the Authority to use the County's Shared Frequencies to design, test, implement, and operate the LMR System.

Pat Mallon read the details of Agenda Item #8.

Board Member LeRoy Jackson moved for approval, seconded by Alternate Board Member Ronnie Villanueva. The Board's consensus was unanimous.

**Ayes:** 14 – Webster, Iizuka, Alexander, Sarjeant, Simay, Walker, Fujioka, Villanueva, MacArthur, Bennett, Miller, Ramirez, Jackson, Edson

**MOTION APPROVED.**

**VIII. CLOSED SESSION REPORT – (None)**

**IX. MISCELLANEOUS – (None)**

**X. PUBLIC COMMENTS – (None)**

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

**XII. ADJOURNMENT**

Chair Fujioka announced adjournment of this meeting. Alternate Board Member Sandy Jo MacArthur moved for approval and Alternate Board Member Mark Bennett seconded the motion. All Board Members unanimously favored this motion and adjourned. The next Board meeting will be held on Thursday, July 3, 2014, at the Grace E. Simons Lodge.

# Los Angeles Regional Interoperable Communications System

## PROJECT DESCRIPTION

Events of 9-11-01 have highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs. Most agencies utilize separate radio towers and equipment, often co-located as seen here, and separate radio frequencies.

Currently, there is duplication of costs and first responders cannot communicate with each other. Many legacy systems around the County are obsolete and well beyond their useful life. The LA-RICS Project Vision is to construct, own, operate, and maintain a regional, interoperable public safety radio system. The program will establish a County-wide public safety wireless voice and data radio system for all first and secondary responders. Existing radio frequencies will be pooled and the current infrastructure utilized wherever practical. New FCC licensed broadband spectrum will be utilized.

Design, construction, and deployment of two County-wide systems (1) Land Mobile Radio (LMR) voice network will utilize a pool of 88 existing communications sites and (2) Long Term Evolution (LTE) broadband data network will utilize a pool of 231 existing communications sites. Both systems will comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across 5 program phases for each of the LMR and LTE projects:

- Phase 1 - System design
- Phase 2 - Site construction and modification
- Phase 3 - Supply telecommunication system components
- Phase 4 - Telecommunications system implementation
- Phase 5 - Telecommunications system maintenance

## *Location:*

2525 Corporate Place, Suite 200  
Monterey Park, CA 91754

## *Authority:*

Los Angeles Regional Interoperable  
Communications System

## *Management:*

LA-RICS Project Team

## *Consultant:*

Jacobs Program Management Company

## *Communications Vendor:*

LMR - Motorola Solutions, Inc.

LTE - Motorola Solutions, Inc.









**Monthly Report No. 27**

**For June, 2014**

**Submitted June 26, 2014**

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# PROGRAM DASHBOARD

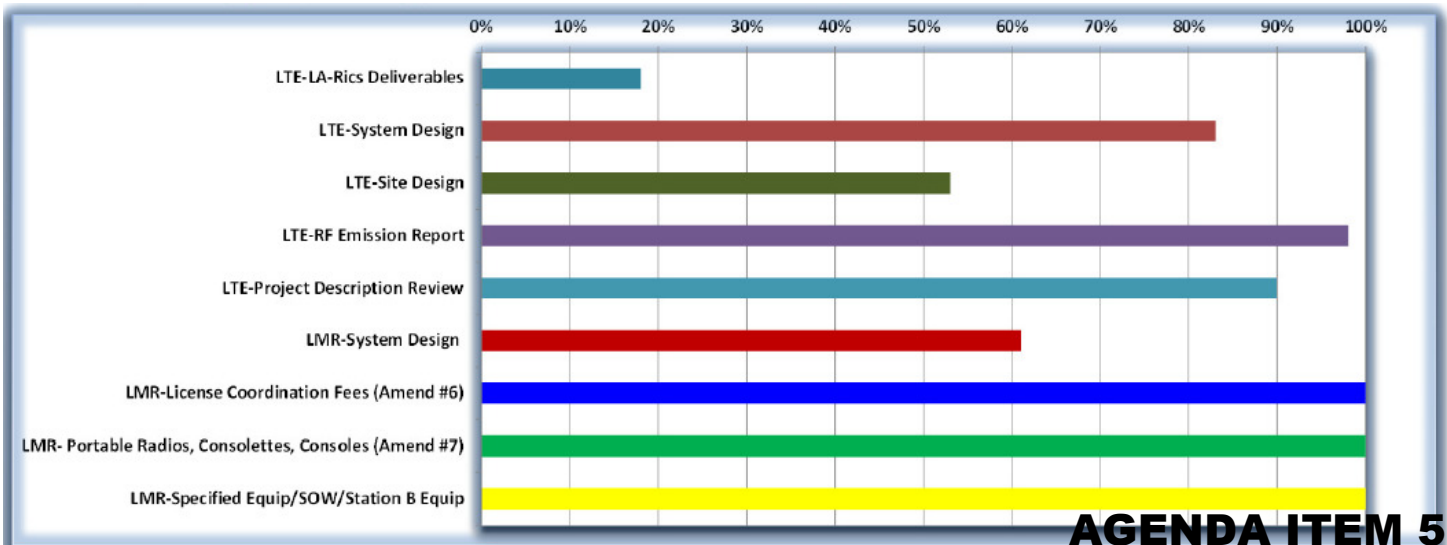
Category	Rating	Change	Comments
Safety		No Change	
Quality		No Change	
Schedule		No Change	Tight schedule to shelter grant funding.
Cost/Budget		No Change	Grant funding at risk.
Risk		No Change	
Project Staffing		No Change	

## RISK REGISTER

Title	Assigned To	Status	Impact	Category	Created Date	Due Date
700 MHZ	Pat Mallon	Active	High	Category 1	07/26/2012	09/06/2012
Potential loss of grant funding	Pat Mallon	Active	High	Category 1	08/29/2012	10/04/2012
Environmental requirements for LTE sites used in the LMR RFP	Nancy Yang	Active	Medium	Category 1	09/18/2012	
LMR & LTE site use agreements need to be executed	Nancy Yang	Active	Medium	Category 1	09/18/2012	

## ACTIVITIES STATUS

ITEM	STATUS	DUE DATE
LTE LA-RICS DELIVERABLES	IN PROGRESS	JULY, 2014
LTE SYSTEM DESIGN	IN PROGRESS	JULY, 2014
LTE SITE DESIGN	IN PROGRESS	JULY, 2014
LTE RF EMISSION REPORT	IN PROGRESS	MAY, 2014
LTE PROJECT DESCRIPTION REVIEW	IN PROGRESS	MAY, 2014
LMR SYSTEM DESIGN	IN PROGRESS	AUGUST, 2015
LMR LICENSE COORDINATION FEES (AMEND #6)	COMPLETED	MAY, 2015
LMR PORTABLE RADIOS, CONSOLETTES, CONSOLES (AMEND #7)	COMPLETED	JULY 2015
LMR SPECIFIED EQUIP/SOW/STATION B	COMPLETED	JUNE, 2014



**AGENDA ITEM 5**

# LA-RICS MASTER CALENDAR

JULY 2014 (Proposed)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<b>1</b> 0900 – WESM Mtg  1000 – LMR Weekly Site & System Design Mtg  1300 – LMR & LTE Weekly Status Meeting	<b>2</b> 1330 – 1500 Weekly Conference Call with UltraSystems	<b>3</b>	<b>4</b>	<b>5</b>
<b>6</b>	<b>7</b> 0900 – LMR -Asset Management  1000- Conference Call with NTIA Environmental Consultants  1330 – Internal LTE System Design Meeting  1430 – LTE System Design & Site Meeting	<b>8</b> 0900 – WESM Mtg  1000 – LMR Weekly Site & System Design Mtg  1300 – LMR & LTE Weekly Status Meeting	<b>9</b> 1330 – 1500 Weekly Conference Call with UltraSystems	<b>10</b> 0900 - JPA BOD Mtg	<b>11</b>	<b>12</b>
<b>13</b>	<b>14</b> 0900 – LMR -Asset Management  1330 – Internal LTE System Design Meeting  1430 – LTE System Design & Site Meeting	<b>15</b> 0900 – WESM Mtg  1000 – LMR Weekly Site & System Design Mtg  1300 – LMR & LTE Weekly Status Meeting	<b>16</b> 1330 – 1500 Weekly Conference Call with UltraSystems	<b>17</b>	<b>18</b>	<b>19</b>
<b>20</b>	<b>21</b> 0900 – LMR -Asset Management  1000- Conference Call with NTIA Environmental Consultants  1330 – Internal LTE System Design Meeting  1430 – LTE System Design & Site Meeting	<b>22</b> 0900 – WESM Mtg  1000 – LMR Weekly Site & System Design Mtg  1300 – LMR & LTE Weekly Status Meeting	<b>23</b> 1330 – 1500 Weekly Conference Call with UltraSystems	<b>24</b>	<b>25</b>	<b>26</b>
<b>27</b>	<b>28</b> 0900 – LMR -Asset Management  1000- Conference Call with NTIA Environmental Consultants  1330 – Internal LTE System Design Meeting  1430 – LTE System Design & Site Meeting	<b>29</b> 0900 – WESM Mtg  1000 – LMR Weekly Site & System Design Mtg  1300 – LMR & LTE Weekly Status Meeting	<b>30</b> 1330 – 1500 Weekly Conference Call with UltraSystems			

## **LTE UPDATES**

### **LTE TECHNOLOGY & DELIVERABLES**

- Received revised drafts of the following Functional Description Documents:
  - Roaming Offer Overview
  - Core Equipment Layout Drawings
  - Consolidated Power Supply
  - IP Plan
- Received initial drafts of the following LTE description and design documents
  - System Detailed Design Review (DDR) Document
  - Program Management Plan (PMP)
  - eNodeB Antenna and LOS Survey Set
  - Backhaul Line-Of-Site (LOS) Path Profiles
  - LTE Construction Drawing Template
- Ongoing Weekly LTE System Design Meetings
- Ongoing Weekly LTE Site Development Meetings
- Ongoing LTE project reports received weekly/monthly
  - Weekly Status Reports
  - Monthly Status Reports
  - Integrated Master Schedule (IMS)

### **LTE SITES/CIVIL**

- Responded to NTIA CAP comments
- Provided weekly report/spreadsheet to NTIA
- Reviewed of Motorola IMS submittal
- Provided priority listing for SHPO review/release (for geotechnical investigation)
- Facilitated initial site survey visits for primarily Independent City Sites (County and City of LA completed)
- Coordinated/facilitated environmental survey site visits
- Reviewed site sketches, route to stakeholders, consolidated comments, and resolved issues for transmittal to Motorola. Release of site for 1A surveys
- Coordinated 1A Surveys at sites as predecessors are completed
- Provided exhibits A & B to CEO RED for acquisition of Site Access Agreements
- Prepared draft RFQ LTE-0002 Waiver of LA County Zoning application
- Provided on-going support to LTE Environmental Consultant

## **LMR UPDATES**

### **LMR TECHNOLOGY & DELIVERABLES**

- Received revised drafts of the following Functional Description Documents:
  - Subsystem Design for DTVRS
  - Subsystem Design for ACVRS
  - Subsystem Design for LARTCS
  - Subsystem Design for Site Interconnect/Backhaul
- Received Initial drafts of the following LMR description and design documents
  - Coverage Specification Parameters Documentation
  - Design Review Inputs for LARTCS
- Conducted Acceptance Testing for:
  - P25 Communications
  - Site-On-Wheels (SOW)
  - Station B
  - Point-to-Point satellite
  - Infor EAM (Asset Management)
- Ongoing Core 1 installation activities at FCCF
- Ongoing Core 2 installation activities at VDC
- Ongoing Weekly LMR System Design and Site Development Meetings
- Ongoing LMR project reports received weekly/monthly:
  - Weekly Status Report
  - Monthly Status Report
  - Integrated Master Schedule (IMS)

### **LMR SITES/CIVIL**

- Provided support to early equipment installation @VDC
- Provided site information, including polygon generation for EIR
- Coordinated/facilitated environmental survey site visits.
- Reviewed LMR sample “generic” site design drawings
- Coordinated with US Forest Service
- Supported outreach with information/spreadsheet materials
- Prepared for LMR Scoping

**AGENDA ITEM 5**

Actual Work	Baseline Milestone	Milestone
Remaining Work	Milestone	Milestone
Critical Remaining Work	Milestone	Milestone



### LMR MASTER SCHEDULE

Todays Date:03.Jul.14  
Data Date:16.May.14  
Page: 1of 2

Activity ID	Activity Name	Original Duration	Start	Baseline Start	Finish	Baseline Finsih	Total Float	% Complete	2014		2015				2016				2017				2018				2019					
									Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
<b>LA-RICS MSI LMR Integrated Master Schedule (IMS) Replan</b>									LA-RICS MSI LMR																							
<b>Phase 1 - LMR System Design</b>									Phase 1 - LMR System Design																							
LMR_389	Authority LMR Project start / Contract Signed	0	28.Aug.13 A					100%	Project start / Contract Signed																							
LMR_390	Notice to Proceed Phase 1	0	09.Sep.13 A					100%	Notice to Proceed Phase 1																							
LMR_392a	Base.22.3.2 Procure and Deliver Performance Bond for Phase 1 - System Design (one of three)	1	24.Oct.13 A	14.Mar.14	24.Oct.13 A	14.Mar.14		100%	Base.22.3.2 Procure and Deliver Performance Bond for Phase 1 - System Design (one of three)																							
LMR_391a	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) (one of three)	1	24.Oct.13 A	14.Mar.14	24.Oct.13 A	14.Mar.14		100%	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) (one of three)																							
LMR_392b	Base.22.3.2 Procure and Deliver Performance Bond for Phase 1 - System Design (two of three)	11	16.May.14	02.Jun.14	02.Jun.14	02.Jun.14	774	0%	Base.22.3.2 Procure and Deliver Performance Bond for Phase 1 - System Design (two of three)																							
LMR_391b	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) (two of three)	11	16.May.14	02.Jun.14	02.Jun.14	02.Jun.14	774	0%	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) (two of three)																							
LMR_392c	Base.22.3.2 Procure and Deliver Performance Bond for Phase 1 - System Design (three of three)	1	02.Mar.15	02.Mar.15	02.Mar.15	02.Mar.15	774	0%	Base.22.3.2 Procure and Deliver Performance Bond for Phase 1 - System Design (three of three)																							
LMR_391c	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) (three of three)	1	02.Mar.15	02.Mar.15	02.Mar.15	02.Mar.15	774	0%	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) (three of three)																							
<b>Project Management Plan</b>									Project Management Plan																							
<b>LA-RICS Deliverables</b>									LA-RICS Deliverables																							
<b>LA-RICS Provides Access to Core Sites</b>									LA-RICS Provides Access to Core Sites																							
<b>Early Shipment</b>									Early Shipment																							
<b>Amendment 3 - Specified Equipment Shipment and System on Wheels</b>									Amendment 3 - Specified Equipment Shipment and System on Wheels																							
<b>Amendment 4 - Station B Equipment</b>									Amendment 4 - Station B Equipment																							
<b>Integration of SOW and STB</b>									Integration of SOW and STB																							
<b>Amendment 5 - VDC Core 2 Deployment</b>									Amendment 5 - VDC Core 2 Deployment																							
<b>Amendment 6 - LICENSE COORDINATION FEES FOR REPEATER SITES</b>									Amendment 6 - LICENSE COORDINATION FEES FOR REPEATER SITES																							
<b>Amendment 7 - Portable Radio Equipment, Consolettes, &amp; Consoles</b>									Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles																							
<b>Project Description Preparation</b>									Project Description Preparation																							
<b>Environmental Review</b>									Environmental Review																							
<b>Design Review</b>									Design Review																							
<b>Phase 1a - Licensing Process</b>									Phase 1a - Licensing Process																							
LMR_1547	License Preparation	166	01.Jul.14	25.Mar.14	27.Feb.15	17.Jul.14	296	0%	License Preparation																							
LMR_1548	FCC Licensing Processing	86	02.Mar.15	18.Jul.14	30.Jun.15	07.Nov.14	296	0%	FCC Licensing Processing																							
LMR_1549	B.1.6 FCC License and Application Forms - FCC Licenses Granted	0			30.Jun.15	07.Nov.14	297	0%	B.1.6 FCC License and Application Forms - FCC Licenses Granted																							
<b>Phase 1b - Submit Required Permits &amp; Approvals</b>									Phase 1b - Submit Required Permits & Approvals																							
<b>Zoning Permit</b>									Zoning Permit																							
<b>Site Design Review Packages 75% Zoning Submittal by Site</b>									Site Design Review Packages 75% Zoning Submittal by Site																							
<b>Building Permits</b>									Building Permits																							
<b>Receive Permit Approvals</b>									Receive Permit Approvals																							
<b>Phase 2 - Site Construction and Site Modification</b>									Phase 2 - Site Construction and Site Modification																							
LMR_1855	Notice to Proceed Phase 2 Received for Materials	0			26.Jun.15	23.Jul.14	-295	0%	Notice to Proceed Phase 2 Received for Materials																							
LMR_1856	Notice to Proceed Phase 2 Received for Sites	0			26.Jun.15	31.Mar.14	-265	0%	Notice to Proceed Phase 2 Received for Sites																							
LMR_5025	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) Phase 2	1	29.Jun.15	01.Apr.14	29.Jun.15	01.Apr.14	428	0%	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) Phase 2																							
LMR_5035	Base.22.3.2 Procure and Deliver Performance Bond for Phase 2	1	29.Jun.15	01.Apr.14	29.Jun.15	01.Apr.14	428	0%	Base.22.3.2 Procure and Deliver Performance Bond for Phase 2																							
LMR_5030	Base.22.2.2 Procure and Deliver Builder's Insurance - Phase 2	1	29.Jun.15	01.Apr.14	29.Jun.15	01.Apr.14	428	0%	Base.22.2.2 Procure and Deliver Builder's Insurance - Phase 2																							
<b>Notice to Proceed Phase 2 for Sites (Broken out by Site #)</b>									Notice to Proceed Phase 2 for Sites (Broken out by Site #)																							
<b>Site Construction Materails</b>									Site Construction Materails																							
<b>Site Build / Modifcations</b>									Site Build / Modifcations																							
<b>Phase 3 - Supply LMR System Components</b>									Phase 3 - Supply LMR System Components																							
LMR_6425	B.1.6 FCC Licensing	1	01.Jul.15	10.Nov.14	01.Jul.15	10.Nov.14	296	0%	B.1.6 FCC Licensing																							
LMR_3893	Notice to Proceed Phase 3	0			03.Aug.15	02.Oct.14	-260	0%	Notice to Proceed Phase 3																							
LMR_6803	Equipment Shipment: Credit for Portable Radio Upgrades	1	04.Aug.15	03.Oct.14	04.Aug.15	03.Oct.14	665	0%	Equipment Shipment: Credit for Portable Radio Upgrades																							
LMR_6415	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) Phase 3	1	04.Aug.15	03.Oct.14	04.Aug.15	03.Oct.14	-111	0%	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) Phase 3																							
LMR_6420	Base.22.3.2 Procure and Deliver Performance Bond for Phase 3 - Supply LMR System C	1	04.Aug.15	03.Oct.14	04.Aug.15	03.Oct.14	-111	0%	Base.22.3.2 Procure and Deliver Performance Bond for Phase 3 - Supply LMR System Components																							
LMR_6800	B.3.9 System Management and Monitoring Subsystem	1	28.Dec.15	20.Mar.15	28.Dec.15	20.Mar.15	566	0%	B.3.9 System Management and Monitoring Subsystem																							
<b>Manufacturing / Staging / Site Development and Test</b>									Manufacturing / Staging / Site Development and Test																							
<b>Phase 4 - LMR System Implementation</b>									Phase 4 - LMR S																							
LMR_6805	B.4.1.1.1.7 System Management and Monitoring Subsystem	0			28.Dec.15	20.Mar.15	566	0%	B.4.1.1.1.7 System Management and Monitoring Subsystem																							
LMR_3921	Notice to Proceed Phase 4	0			20.Jan.16	10.Apr.15	-232	0%	Notice to Proceed Phase 4																							
LMR_6807	Credit for Services Performed in Phase 1	1	21.Jan.16	13.Apr.15	21.Jan.16	13.Apr.15	550	0%	Credit for Services Performed in Phase 1																							
LMR_5040	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) Phase 4	1	21.Jan.16	13.Apr.15	21.Jan.16	13.Apr.15	550	0%	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) Phase 4																							

 Actual Work	 Baseline Milestone	
 Remaining Work	 Milestone	
 Critical Remaining Work	 Milestone	



**LMR MASTER SCHEDULE**

*Todays Date:03.Jul.14*  
*Data Date:16.May.14*  
*Page: 2of 2*

Activity ID	Activity Name	Original Duration	Start	Baseline Start	Finish	Baseline Finsih	Total Float	% Complete	2014		2015				2016				2017				2018				2019											
									Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
LMR_5045	Base.22.3.2 Procure and Deliver Performance Bond for Phase 4	1	21.Jan.16	13.Apr.15	21.Jan.16	13.Apr.15	550	0%																														
	<b>RF Emission Safety Report</b>	114	01.Oct.14	01.Apr.14	17.Mar.15	10.Sep.14	763	0%																														
	<b>Implementation &amp; Testing</b>	603	21.Jan.16	13.Apr.15	05.Jun.18	24.Apr.18	-53	0%																														
	<b>Warranty - 12 months</b>	261	06.Jun.18	25.Apr.18	05.Jun.19	24.Apr.19	-313	0%																														
	<b>Phase 5 - LMR System Maintenance</b>	0	05.Jun.19	24.Apr.19	05.Jun.19	24.Apr.19	-313	0%																														
LMR_4965	System Ready for Maintenance Period	0			05.Jun.19	24.Apr.19	-313	0%																														



# LA-RICS LTE Summary Schedule Organized by Construction Zone

LA RICS PSBN-v2-1  
03.Jul.14 07:22  
LA RICS PSBN-v2-1 Data Date: 21.Jun.14  
Page:1 of 1

■ Remaining Work     ◆ Milestone     ■ Ac...  
■ Critical Remaining Work     ■ Summary  
■ Primary Baseline     ■ % Complete

Activity ID	Activity Name	Duration % Complete	Original Duration	Remaining Duration	Start	Finish	2014				2015				2016
							Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
<b>LA-RICS Public Safety Broadband Network (PSBN)</b>														14.Aug.15, LA-RICS Public Safety B...	
<b>LA-RICS PSBN Project</b>														14.Aug.15, LA-RICS PSBN Project	
PSBN Project							06.Mar.14 A, PSBN Project								
<b>Phase 1 - System Design</b>							18.Nov.14, Phase 1 - System Design								
Phase 1 - System Design							12.Mar.14 A, Phase 1 - System Design								
LA-RICS Deliverables							18.Nov.14, LA-RICS Deliverables								
Project Management Plan							12.Jun.14 A, Project Management Plan								
System Design							01.Oct.14, System Design								
Site Design							22.Sep.14, Site Design								
Central Basin							18.Aug.14, Central Basin								
San Fernando							21.Jul.14, San Fernando								
Southern Basin							18.Sep.14, Southern Basin								
Eastern Basin							19.Sep.14, Eastern Basin								
North County							15.Aug.14, North County								
Central Foothills							22.Sep.14, Central Foothills								
Phase 1a - Acceptance Test Plan Development							12.Nov.14, Phase 1a - Acceptance Test Plan Development								
Phase 1b - Frequency Licensing							13.Nov.14, Phase 1b - Frequency Licensing								
<b>Phase 1c - Zoning and Permitting</b>							18.May.15, Phase 1c - Zoning and Permitting								
Central Basin							17.Mar.15, Central Basin								
San Fernando							23.Feb.15, San Fernando								
Southern Basin							07.May.15, Southern Basin								
Eastern Basin							15.May.15, Eastern Basin								
North County							13.Apr.15, North County								
Central Foothills							18.May.15, Central Foothills								
Phase 1d - Order Processing							18.Aug.14, Phase 1d - Order Processing								
<b>Phase 2 - Site Construction and Site Modification</b>							15.Jun.15, Phase 2 - Site Construction and Site...								
Site Construction							09.Sep.14, Site Construction								
Central Basin							03.Apr.15, Central Basin								
San Fernando							22.Apr.15, San Fernando								
Southern Basin							27.May.15, Southern Basin								
Eastern Basin							04.Jun.15, Eastern Basin								
North County							15.Jun.15, North County								
Central Foothills							11.Jun.15, Central Foothills								
Site Construction Complete							15.Jun.15, Site Construction Complete								
Phase 3 - Supply PSBN Components							04.Nov.14, Phase 3 - Supply PSBN Components								
<b>Phase 4 - System Implementation</b>							14.Aug.15, Phase 4 - System Implem...								
Phase 4 - System Implementation							11.Aug.14, Phase 4 - System Implementation								
LTE EPC Install & Configuration FCCF							26.Nov.14, LTE EPC Install & Configuration FCCF								
Network Operations Center-Installation & Configuration							26.Nov.14, Network Operations Center-Installation & Configuration								
Special Operations Test - Staging							09.Jan.15, Special Operations Test - Staging								
Implementation							19.Jun.15, Implementation								
Central Basin							09.Apr.15, Central Basin								
San Fernando							24.Apr.15, San Fernando								
Southern Basin							29.May.15, Southern Basin								
Eastern Basin							08.Jun.15, Eastern Basin								
North County							17.Jun.15, North County								
Central Foothills							19.Jun.15, Central Foothills								
System Test							07.Aug.15, System Test								
Training							13.May.15, Training								
Overall Project Closeout							14.Aug.15, Overall Project Closeout								
<b>Phase 5 - Warranty and Maintenance</b>							14.Aug.15, Phase 5 - Warranty and								





## **Monthly Report #10**

**Reporting Period: 05/17/14 thru 06/20/14**

**Los Angeles Regional Interoperable Communications  
System (LA-RICS) - Land Mobile Radio System**

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM 5**

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## 1. Executive Summary

The Los Angeles Regional Interoperable Communications System Land Mobile Radio (LA-RICS LMR) program consists of the following five (5) phases; Phase 1 LMR System Design, Phase 2 LMR Site Construction and Site Modification, Phase 3 Supply LMR System Components, Phase 4 LMR System Implementation, and Phase 5 LMR System Maintenance. Phases 1-4 span over a five (5) year period which includes one (1) year of system warranty. Phase 5 provides the Authority with fifteen (15) one year options for Motorola to provide system monitoring and maintenance services.

The LA-RICS LMR program is currently in Phase 1 LMR System Design. Notice-To-Proceed for 1 through 7 have been issued authorizing work for system Design services, the design and implementation of the initial deployment of the LMR system elements termed “Early Equipment”, “Specified Equipment and System on Wheels”, and “Station B Equipment”, “Frequency Licensing”, “UPS System”, and “Portable Radios, Consolettes and Consoles”.

The Executive Director previously informed the Board of Directors that a decision was made to prepare an Environmental Impact Report (EIR) for the LMR project. The preparation of an EIR will need to occur before start of construction services for the communication sites.

Motorola has received the proposed EIR schedule from the Authority and has incorporated the major EIR milestones into the project schedule. Motorola has recalculated the Integrated Master Schedule based on the supplied EIR milestones which is reflected in this monthly report.

Motorola conducted optimization and testing tasks for all of the equipment associated with the Specified Equipment and System on Wheels / Station B trailer (Amendment 3 & 4) as well as the delivery and testing of the Portable Radios, Consolettes and Consoles (Amendment 7).






This month’s report for the LA-RICS LMR program covers the reporting period from **5/17/14** through **06/20/14**. For this reporting period the LMR project schedule was redeveloped to include the Authority’s Environmental Impact Report milestone activities. As of this reporting period Phase 1 is 42% complete. The primary Phase 1 activities for this period include:

- **Integrated Master Schedule development (100% Complete)**  
Consists of the development and on-going updates of the Integrated Master Schedule (IMS). The LMR IMS will be integrated into the Authority’s overall LA-RICS IMS program. The Initial IMS was a 100% complete on November 13, 2013. The IMS schedule was updated in May to account for the impact of preparing an EIR. The incorporation of the EIR milestones has impacted the final completion date. Motorola is working with the Authority to look at opportunities to improve the completion date of the project. The completion dates for securing site access agreements has been changed from task activity to a milestone. Since the site access agreements are a milestone no progress will be reported until the task is completed.
- **LMR System Design (70% Complete)**  
The LMR System Design is a compilation of documents that will define the architecture, functionality and performance of all of the subsystems that make up the LMR system. It includes all aspects of the system including performance criteria, reliability levels and testing procedures. System Design activities for this period included frequency identification and

planning, evaluation of site parameter changes, development of subsystem architecture, and submittal of the first drafts of subsystem functional operations. A final set of site parameters have been selected to start the coverage design process. At this time it is anticipated that these recent site parameter changes will not impact the overall System Design deliverable date in September 2014. Updated functional descriptions documents were delivered for DVTRS, ACVRS, NMDN, LARTACS and backhaul. The first pass of coverage maps based on the site changes for DVTRS, ACVRS, NMDN, and LARTACS subsystems were delivered for the Authority's review.

- **LA-RICS Deliverables - Authority Site Access Agreements (0% Complete)**  
 Authority's efforts to develop and execute the applicable site access agreements for the required sites in the LMR design. This task also includes access to the sites that will host the system's core switching network. Even though no agreements have been executed the Authority has made continued progress with the Member Agencies to finalize Site Access Agreements. This activity is primarily being driven by the Authority's Outreach Program. With the change of this activity from a task to a milestone it is no longer measuring progress and therefore we only show 0% or 100% complete for each Site Agreement.
- **"Specified Equipment & System-on-Wheels (SOW)" and "Station B Equipment" (100%)**  
 This scope of work includes additional radio communications equipment that will be deployed and interfaced with the Early Equipment deployed equipment. The activities for the tasks in this period consisted of optimization and acceptance testing of the equipment. Acceptance test were conducted on Core 2 at LAPDVDC. The SOW and Station B were moved to the LAPDVDC facility to conduct the acceptance test procedure on these two deployable vehicles. Communication with the SOW and Station B over the satellite links was also demonstrated.
- **"License Coordination Fees (Amendment 6)" (100%)**  
 This is a milestone task for the license coordination fees with Association of Public Safety Communications Officials (APCO). These fees are required to process the FCC applications for the "Early Equipment" deployment. This milestone was completed on May 27, 2014.

The following table provides a dashboard snapshot of the projects' health signs.

LMR Project Dashboard			
Category	Rating	Change	Comments
Schedule			EIR milestones have been incorporated into the schedule which impacted the start of construction.
Quality			No quality issues to report
Risk			Risk items have been identified regarding; Spectrum, Site Access Agreements, Site Conditions, and Environmental Process
Scope			Potential scope impacts based on existing site conditions
Budget			Currently within budget

## 2. Project Status

The following sections identify task activities during the reporting period and the planned activities for the next reporting period.

### 2.1 Tasks In Progress or Completed

The following depict the task activity that occurred during the current reporting period.

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	In Process
<b>Early Equipment</b>	
Issuance of UHF licenses	In Process
<b>Design Review</b>	
Inventory and Maintenance Tracking Subsystem (IMTS) Description ATP	Completed
DTVRS - Develop final detail design Session 2	In Process
ACVRS - Develop final detail design Session 2	In Process
LARTCS - Develop final detail design Session 2	In Process
NMDN - Develop detail design Session 2	In Process
Consoles - Develop detail design Session 2	In Process
Microwave - Develop detail design Session 2	In Process
<b>Specified Equipment, System-on-Wheels, &amp; Station B Command Trailer</b>	
Site Readiness for Specified Equipment	Completed
Installation, optimization and ATP of equipment	Completed
<b>License Coordination Fees (Amendment 6)</b>	
License coordination fees processing	Completed
<b>Portable Radios, Consolettes and Consoles (Amendment 7)</b>	
Manufacturing of equipment	Completed
Site preparation	Completed
Delivery of equipment and radios	Completed

### 2.2 Tasks Planned for Next Period (06/23/14 thru 07/18/14)

The following depict the task activity that is planned for the next reporting period.

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
NEPA FONSI / CEQA Notice of Determination	On Going
<b>Early Equipment</b>	
	<b>Complete</b>

Activity Name	Planned Status
<b>Environmental Review &amp; Documentation (Authority)</b>	
Environmental Consultant Initiates CEQA & EHP/NEPA Analysis	On Going
Prepare Preliminary Draft EHP/NEPA Form	On Going
Prepare EIR	On Going
<b>Design Review</b>	
DTVRS - Develop detail design Session 2	On Going
ACVRS - Develop detail design Session 2	On Going
LARTCS - Develop detail design Session 2	On Going
NMDN - Develop detail design Session 2	On Going
Consoles - Develop detail design Session 2	On Going
Microwave - Develop detail design Session 2	On Going
Logging Recorder detailed design Session 2	On Going
System Management & Monitoring and Network detail design Session 2	On Going

### 2.3 Authority Look-Ahead Tasks (120-Day)

For the Authority planning purposes the following table provides a one hundred twenty (120) Day look-ahead of the Authority-specific activities to conduct coordination, inspections, approvals, consents, and or provide decisions necessary from the Authority to facilitate Contractor's progress.

Activity Name	Start
<b>LA-RICS Deliverables</b>	
Lease Negotiations & Site Access Use Agreement	09-Sep-13 A
LA-RICS Provides Access to Core Sites	18-Sep-13 A
NEPA FONSI / CEQA Notice of Determination	On Going
<b>Environmental Review &amp; Documentation (Authority)</b>	
CEQA Exemption Applicability & Eligibility Screening & Assessment	On Going
Environmental Consultant Performs CEQA Environmental Review & Prepares Draft CEQA Determination	On Going
Lead Agency CEQA Determination	On Going
Consult Federal Agency and Prepare Draft NEPA Document	On Going
Prepare NEPA Document	On Going
Submit Final EHP & NEPA Document	On Going
Federal Lead Agency NEPA Determination	On Going
<b>Design Review</b>	
Review and approve design review documents	On Plan to Finish
Submit for LA-RICs Review & Approval + Sign Building App (Initial Sites)	Start
<b>Phase 1b Submit Required Permits and Approvals</b>	
See Environmental Review & Documentation tasks above	On Going

### 3. Project Risk Register

Title	Assigned	Impact	Risk Description	Status
Site Condition Changes	Authority	High	Site condition differences from RFP to current condition may impact ability to implement planned installations and delay or require changes to LMR design (e.g. coverage, backhaul, etc.)	Active
Environmental Process	Authority	High	The individual or collective determination of environmental impacts or mitigations may impact site work or even site viability.	Active
Site Access Agreements	Authority	High	Lease holders approvals are needed in order to implement LA-RICS improvements at sites.	Active
Spectrum Availability, 700 MHz	Authority	High	Lack of frequencies may impact coverage and/or site viability, necessitating design changes.	Active

### 4. Areas of Concern

This section describes any events and or circumstances of which the Contractor is aware that has delayed or may delay project activities and what corrective or remedial actions was taken or will be taken to resolve the issue. Outstanding Issues Log (the “Oil Log”) entries are also tabulated and monitored in this section. “Oil Log” items include, for example, sequencing, infrastructure, site access, coordination issues, congestion of workers and equipment, time requirements for design, procurement, and installation.

ID	Event / Circumstance	Remedial Action Taken or Required
02-01	Early Construction of Some Sites	Authority determination if construction of some sites can be expedited in 2014.
02-02	System Design impacts due to changes in site conditions	Motorola and the Authority have analyzed probable site changes and suitable site replacement candidates. Adjusted tower heights at some of the sites may impact the coverage.
05-01	Impacts of filing Environmental Impact Report	MSI incorporated the EIR milestones into the project schedule which impacted the start of construction. MSI and Authority to continue with project schedule impact analysis to pull in project activities to improve revised project plan.

## 5. Disputes and Claims

This section describes any disputes, potential claims, and claims made during the reporting period.

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
None to report this period		

## 6. Financial Status

The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid. Phase 1 Contract Sum was increased for the incorporation of Amendment 7 for the procurement and implementation of console and subscriber equipment. Amendment 7 increased Phase 1 contract sum by \$5,177,051 for a total of \$36,301,206.

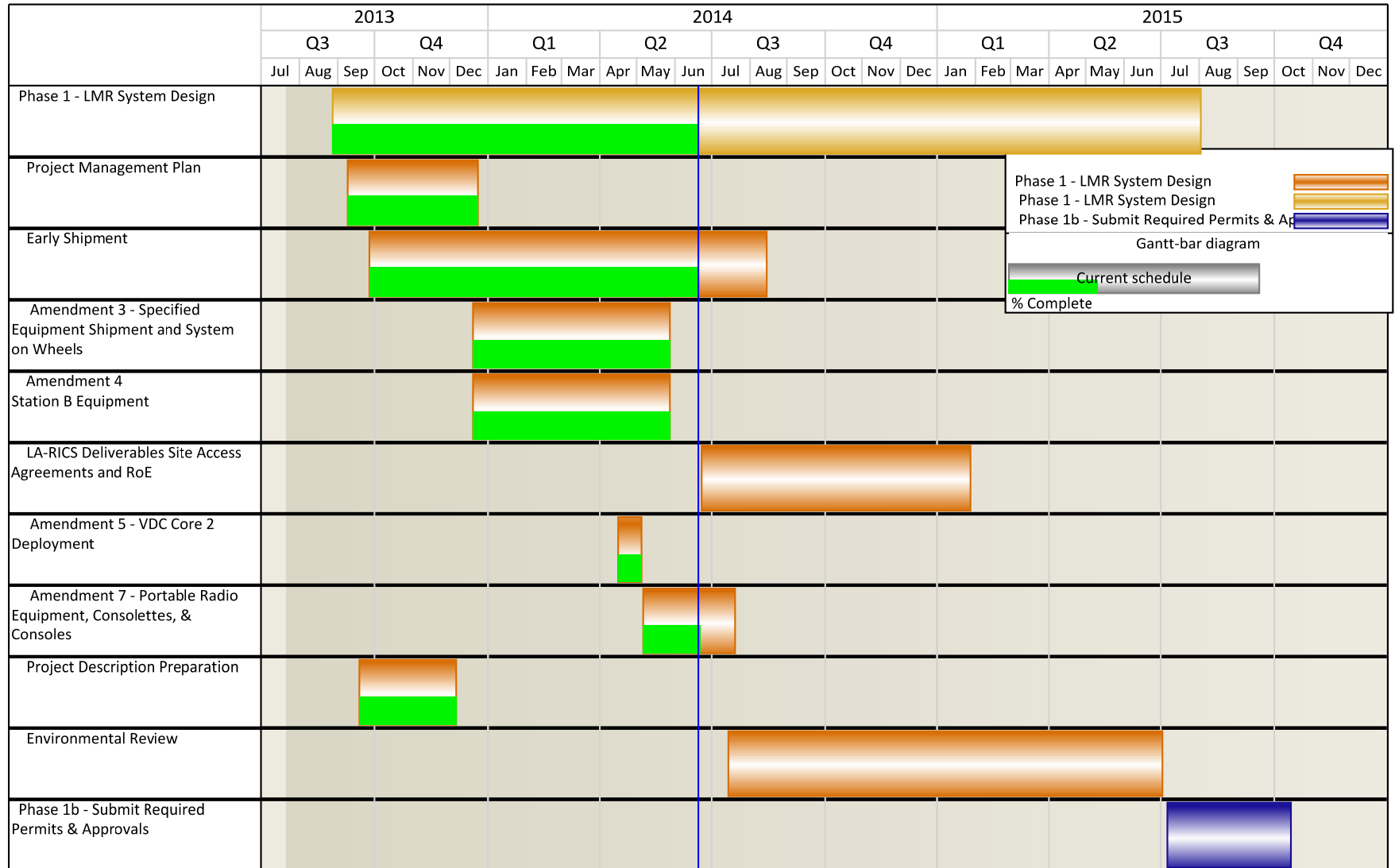
Invoice Payment Category	Invoice Payment Totals
Contract Sum Full Payable Amount (Phase 1)	\$ 36,301,206
Cumulative Invoice Payments from Last Report	(\$ 26,063,469)
Total Invoice Payments This Period	(\$ 5,122,451)
Remaining Amount to be Paid	\$ 5,115,286

## 7. LA-RICS Master Schedule

An executive view depicting the status of the primary activities is provided on the following page.



# Phase 1 - Executive Summary



Snapshot Date: 6/21/2014

LA-RICS LMR MSI



## **Monthly Report - #04**

**Reporting Period: 05/19/14 thru 06/20/14**

**Los Angeles Regional Interoperable Communications  
System (LA-RICS) – Public Safety Brodband Network**

**Motorola Solutions, Inc.**



***MOTOROLA SOLUTIONS***

**AGENDA ITEM 5**

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## 1. Executive Summary

The Los Angeles Regional Interoperable Communications System - Public Safety Broadband Network (LA-RICS PSBN) project is a 700 MHz Long Term Evolution (LTE) public safety mobile broadband network that will provide broadband services across the County of Los Angeles for the Authority's Member Agencies.

The LA-RICS Authority was awarded a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant by Department of Commerce's National Telecommunications and Information Administration (NTIA) to deploy the LA-RICS PSBN system. The BTOP grant program requires that the LA-RICS PSBN system be compatible with the future Nationwide Public Safety Broadband Network (NPSBN) currently being designed and developed by FirstNet, an independent authority within the NTIA. Additionally the Authority executed a Spectrum Manager Lease Agreement ("SMLA") with FirstNet for spectrum usage rights to operate on the 700 MHz public safety broadband spectrum (D-Block). The LA-RICS-PSBN system provides the Authority with the opportunity to work cooperatively with FirstNet, while participating in testing and providing input in what will ultimately form the National Public Safety Broadband Network (NPSBN).

The LA-RICS PSBN program consists of the following five (5) phases; Phase 1 PSBN System Design, Phase 2 PSBN Site Construction and Site Modification, Phase 3 Supply PSBN Components, Phase 4 PSBN System Implementation, and Phase 5 PSBN Maintenance. Phases 1-4 must be completed and accepted by August 15, 2015 to be in compliance the BTOP grant program. Phase 5 provides the Authority with the first five (5) years of one year options for Motorola to provide system monitoring and maintenance services.

The LA-RICS PSBN program is currently in Phase 1 PSBN System Design. Notice to Proceed for all work in Phase 1 for System Design services was issued by the Authority on March 10, 2014. Phase 1 primary activities include:

- LA-RICS Deliverables
- Project Management Plans
- System Design
- Site Design
- RF Emissions Report
- Inventory and Management System

On April 7, 2014 the Authority issued a Notice To Proceed for Amendment 2 to add detailed design services to Phase 1 for Additive Alternate 1 – Home Subscriber Server (HSS) and Additive Alternate 2 – Redundant Evolved Packet Core (EPC).

On June 20, 2014 the Authority issued Amendment 3 to exercise the Unilateral Options for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components. The NTP for Amendment 3 was issued on June 20, 2014, to begin ordering the equipment. Microwave equipment is excluded from the NTP until the Authority has approved the backhaul design and issues a NTP. NTP 3 also authorizes Motorola to proceed with all planning and non-site mobilization work related to Phase 2, Site Construction and Site Modification, however, no construction work at a specific project site location will be conducted until the Authority has received all required NEPA and/or any other applicable Federal and State Environmental approvals for each specific location.






This report covers the period of time from **05/19/14** through **06/20/14**. As of this reporting period Phase 1 is 29% complete. The overall progress percentage for Phase 1 this period is less than the percentage reported in the previous period. The change in the progress percentage is due to the extension of task duration for number tasks which exceeded the progress made in this period. These progress complete percentage changes are reflected in the updates below. The overall project completion date remains at 8/14/15.

The primary Phase 1 activities for this period include:

- **LA-RICS Deliverables (18% Complete)**  
The Authority approved the Funding Plan last period. Tasks that are currently in process with the Authority: City of Los Angeles ROE, Independent cities ROE, SHPO site approvals, NEPA clearance, and Site Access agreements.
- **Project Management and Work Plan (PMWP) (100% Complete)**  
The final Project Management and Work Plan was updated with Authority provided comments during this reporting period. The PMWP consists of 13 sub plans. Examples of areas covered by the plan include: Resource Planning, Documentation Control, and Communications. The Authority reviewed the PMWP plans for approval.
- **System Design Activities (83% Complete)**  
The Motorola Design Review deliverables for the network design was delivered on schedule. The Authority technical team has completed their review during this reporting period and comments have been submitted back to Motorola. Core system design is 100% complete. The backhaul system is 40% complete. The Inventory Management Subsystem Design is on a separate development track which is 67% complete as of this period.
- **Site Design Activities (53% Complete)**  
Activities for this task include site walks, site surveys, and geotechnical/geological site surveying authorization. As of this reporting period 221 sites have been walked to identify potential equipment locations. Sketches of each site have been created to identify primary and alternate locations for the placement of towers, cabinets, and generators. 219 sketches have been submitted and a total of 174 sketches have been approved. Upon completion of a site sketch approval a site survey is conducted. 143 sites have been surveyed as of this reporting period. Site access approvals and or Right of Entry agreements are required to perform site walks and site surveys for the remaining sites consisting of Independent Cities' facilities. SHPO approval is required prior to conducting any geotechnical/geological site surveying work. No geotechnical/geological site surveying work has been authorized to date.
- **RF Emission Report (98% Complete)**  
RF Emission Report provides a desk top analysis of the emission levels and RF exposure based on the planned PSBN site design. A representative RF Emission Report was submitted to the Authority and discussed in subsequent meetings. The Authority has completed its review of the representative RF Emission Report during this reporting period.

- Zoning and Permitting (19%)  
Activities for this task include the FAA Determination findings, Geotechnical/Geological site surveying reports, Construction Drawings, Zoning package submittals and Building Permit package submittals. For this reporting period the FAA Determination tasks was the only activity. As of this reporting period 199 sites have been reviewed and determined by the FAA, 4 sites are in the circulation process for more information and 23 sites are still work in progress.

The following table provides a dashboard snapshot of the projects’ health signs.

PSBN Project Dashboard			
Category	Rating	Change	Comments
Schedule			Tight schedule to meet BTOP grant program deadline
Quality			No quality items to report
Risk			Alternative design efforts are underway to improve the backhaul connectivity issues.
Scope			No scope items to report
Budget			Currently within budget

## 2. Project Status

The following sections identify task activities during the reporting period and the planned activities for the next reporting period.

### 2.1 Tasks In Progress and Completed

The following depict the task activity that occurred during the current reporting period.

Activity Name	Activity Status
<b>LA-RICS Deliverables</b>	
Site Access Agreements & Right of Entry Permits	In Progress
Provide Access and Escort Schedule to EPC and RAN Sites	In Progress
Zoning and Permitting Outreach	In Progress
<b>Project Management Plan</b>	
Staffing Plan	Complete
Communications Plan	Complete
Documentation Plan	Complete
Quality Control Plan	Complete
Change Order Management Plan	Complete
Risk Management	Complete

Activity Name	Activity Status
Network Design and Implementation Plan	Complete
Site Design and Construction Plan	Complete
Testing and Acceptance Plan	Complete
Training Plan	Complete
Transition Plan	Complete
Value Engineering Plan	Complete
Disaster Recovery and Special Events Plan	Complete
PMWP Review and Approval	Complete
<b>System Design Activities</b>	
Site Network Design	Reviewed
Backhaul Design	Reviewed
EPC Design	Reviewed
Network Management System Design	Reviewed
Inventory Management System Design	Reviewed
<b>System Design Review</b>	Reviewed
<b>RF Emission Report</b>	Reviewed
<b>Project Description Review</b>	In Progress
<b>Site Design Activities</b>	
Site Walk	In Progress
Site Sketch Development	In Progress
Site Sketch Approvals	In Progress
Site Surveys (1A)	In Progress
Line of Site Survey	In Progress
<b>Zoning &amp; Permitting</b>	
FAA Determination	In Progress

## 2.2 Tasks Planned for Next Period (06/23/14 thru 07/18/14)

The following depict the task activity that is planned for the next reporting period.

Activity Name	Planned Status
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	In Progress
Right of Entry Agreements	In Progress
Provide NTP for Site Surveys and Geotechnical Studies	In Progress
Site Access Agreements	In Progress
Zoning and Permitting Outreach	In Progress
<b>System Design Activities</b>	
Incorporate Authority Comments	In Progress
Inventory Management System Design	In Progress
<b>System Design Review &amp; Approval</b>	In Progress

Activity Name	Planned Status
<b>Project Description Review</b>	In Progress
<b>Site Design Activities</b>	
Site Walk	In Progress
Site Sketch Development	In Progress
Site Sketch Approvals	In Progress
Site Surveys (1A)	In Progress
Line of Site Surveys	In Progress
Provide NTP for Site Surveys and Geotechnical Studies	In Progress
Zoning Package Development and Review	In Progress
<b>Zoning and Permitting</b>	
FAA Determination	In Progress
Geotechnical Survey Reports	Start
Zoning Package Submittal and Approval	Start

### 2.3 Authority Look-Ahead Tasks (120-Day)

For the Authority planning purposes the following table provides a one hundred twenty (120) Day look-ahead of the Authority-specific activities to conduct coordination, inspections, approvals, consents, and or provide decisions necessary from the Authority to facilitate Contractor's progress.

Activity Name	Start
<b>LA-RICS Deliverables</b>	
Provide Access to Sites	On Going
Right of Entry Agreements	On Going
SHPO Approval	On Going
Provide NTP for Phase 4	8/8/14
Receive FONSI Approval	7/15/14
Site Access Agreements	On Going
<b>System Design Activities</b>	
Review Submitted Changes to System Design	On going
Inventory Management System Design Review and Approval	7/14/14
<b>Acceptance Test Plan</b>	
ATP Review and Approvals	Start
<b>Site Design Activities</b>	
Site Walk Escorts	On Going
Site Sketch Approvals	On Going
Provide NTP for Site Surveys and Geotechnical Studies	On Going
Disguised Tower Determination	6/30/14
Zoning Package Review and Approval	6/30/14
<b>Zoning and Permitting</b>	
Zoning Package Submittal and Approval	Start
Construction Package Review and Approval	Start



Activity Name	Start
Building Permit Submittal and Approval	Start
<b>Site Construction and Site Modification (Phase 2)</b>	
Notice to Proceed Civil Construction Services (NEPA Approvals by Site)	Start
<b>Supply PSBN Components (Phase 3)</b>	
Inventory PSBN Components – (EPC & NMS)	8/19/14
<b>System Implementation (Phase 4)</b>	
EPC & Network Management Installation Testing	11/20/14

## . Project Risk Register

For this monthly report there is one risk items to report. A risk identification process is currently underway. Identified risk items will be recorded and included in the next monthly report.

Title	Assigned	Impact	Risk Description	Status
Microwave Blockage	Motorola	Medium	Alternative design efforts are underway to improve the backhaul connectivity issues.	In Process

## 4. Areas of Concern

This section describes any events and or circumstances of which the Contractor is aware that has delayed or may delay project activities and what corrective or remedial actions was taken or will be taken to resolve the issue. Outstanding Issues Log (the “OIL Log”) entries are also tabulated and monitored in this section. “Oil Log” items include, for example, sequencing, infrastructure, site access, coordination issues, congestion of workers and equipment, time requirements for design, procurement, and installation.

ID	Event / Circumstance	Remedial Action Taken or Required
02-01	Sketch site walks for remaining Independent Cities.	Continued efforts are required to schedule visits for the remaining sites for the development of sketches and 1A site surveys.
02-02	Approval of sketches	Continued efforts are required to approve the remaining submitted sketches and begin 1A site surveys.
03-01	SHPO	SHPO approvals are required to begin tower foundation designs.
04-01	Backhaul	Alternative routes are required to connect Sites to Core Location. Additional review, including environmental, may be needed.

## 5. Disputes and Claims

This section describes any disputes, potential claims, and claims made during the reporting period.

Dispute / Claim / Potential Claim	Status / Actions	Resolution Date
None to report this period		

## 6. Financial Status

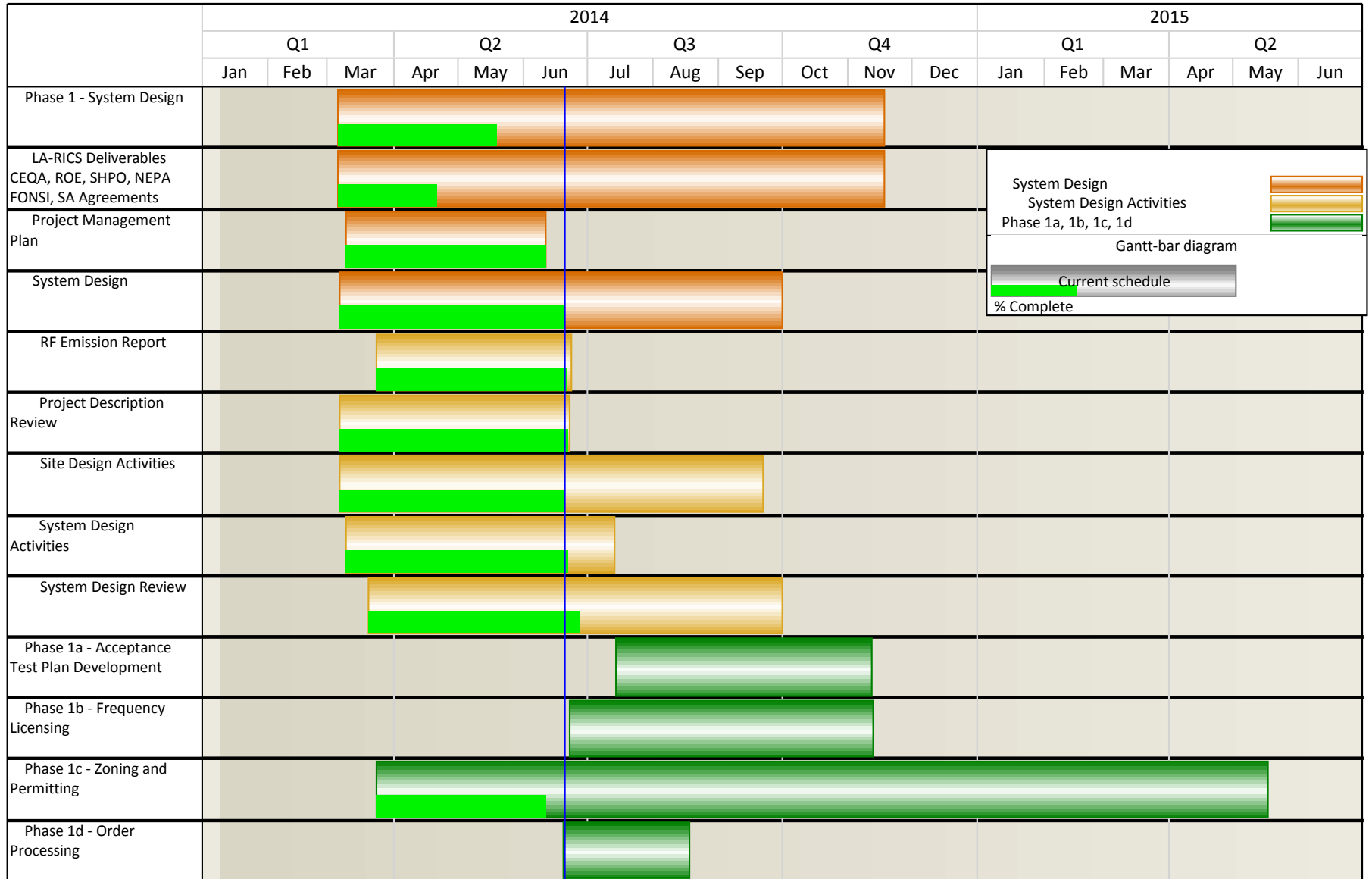
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid. On April 7, 2014 the Authority issued a Notice To Proceed (NTP) for Amendment 2 to add detailed design services to Phase 1 for Additive Alternate 1 – Home Subscriber Server (HSS) and Additive Alternate 2 –Redundant Evolved Packet Core (EPC). Amendment 2 raised Phase 1 by \$395,044 for a total of \$16,435,292. On June 20, 2014, NTP 3 for Amendment 3 to add the applicable sites and scope for Phase 2 Site Construction and Site Modification and Phase 3 Supply PSBN Components. The contract value for Phases 2 and 3 less the excluded scope is raised by \$85,937,344 for a total value of \$102,372,636.

PSBN Invoice Payment Category	Invoice Payment Totals
PSBN Contract Sum Full Payable Amount (Phases 1, 2 &3)	\$ 102,372,636
Cumulative Invoice Payments from Last Report	(\$ 0)
Total Invoice Payments This Period	(\$ 0)
Remaining Amount to be Paid	\$ 102,372,636

## 7. LA-RICS PSBN Project Schedule

The following Executive View depicts the status of the primary activities.

# PSBN Phase 1 Executive Summary



LA-RICS PSBN Monthly Schedule\_DD 21-June-2014\_executive.xlsx

Snapshot Date: 6/21/2014

LA-RICS PSBN MSI



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

July 10, 2014

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

Dear Directors:

**APPROVE AMENDMENT FOUR FOR AGREEMENT NO. LA-RICS 008 FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) –  
PUBLIC SAFETY BROADBAND NETWORK**

**SUBJECT**

Board approval is requested to (a) execute an Amendment to Agreement No. LA-RICS 008 Los Angeles Regional Interoperable Communication System (LA-RICS) – Public Safety Broadband Network (PSBN) System to allow the Authority to exercise the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC; and (b) execute an Amendment that is substantially similar in form.

**RECOMMENDED ACTION**

It is recommended that your Board:

Delegate authority to the Executive Director to (a) Execute an Amendment, substantially similar in form to Attachment A, to Agreement No. LA-RICS 008 Los Angeles Regional Interoperable Communications System – PSBN System to exercise the Unilateral Options for all Work for a Contract Sum of \$2,962,648, pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC; and (b) to issue one or more notices to proceed for ordering equipment necessary for Phase 2 and Phase 3 for both Additive Alternate No. 1 and Additive Alternate No. 2 Work, but Work shall commence only after the Authority issues Motorola Solutions, Inc. (Motorola) written notice of receipt of any required NEPA and other Federal approvals for the sites for which the Notice to Proceed are being issued.

**AGENDA ITEM 7**

## **BACKGROUND**

On March 6, 2014, your Board awarded Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System PSBN System to Motorola to provide Long Term Evolution (LTE) broadband technology to approximately 34,000 first responder and 17,000 secondary responder personnel to the greater Los Angeles region.

Additionally, on March 6, 2014, your Board authorized Amendment One to allow for all Work in Phase 1 to begin. Phase 1 included the development of final design documents for the PSBN, which included the PSBN configurations for all hardware, software, and physical and network infrastructure included in the PSBN. Phase 1 also included the development of detailed architectural-engineering Site Design Documents for the future proposed Site Improvements for each PSBN site, and the packaging of Site documents for permitting purposes.

On April 3, 2014, your Board authorized Amendment Two which added the HSS and the Redundant EPC to the design work in Phase 1. The HSS is the repository of user related and subscription information for an LTE system. It is queried by other Components in the network to determine if a particular device is authorized to use the LTE Subsystem including the ability to roam on other networks. The Redundant EPC provides geographically redundant core network services for the LTE Subsystem from the LAPD Valley Dispatch location. Amendment Two also corrected the Limitation of Liability amount in Section 24.4 of the Base Agreement for the PSBN.

On May 28, 2014, your Board adopted a Funding Plan. The adoption of a Funding Plan granted your Board the authority to proceed to Phase 2, Site Construction and Site Modifications, should your Board desire to. Phase 2 work at each construction site will not commence until after receipt of the required NEPA and other Federal approvals for that site. It is anticipated that some or all of these Federal approvals will be received in the near future.

On June 6, 2014, your Board approved authorized Amendment Three to allowed Motorola to begin all Work in Phase 2 and Phase 3 to begin, subject to NEPA and other Federal approvals. Under Phase 2, Motorola shall construct the Site Improvements for all or such portion of the PSBN Sites as authorized by the Authority to ensure completion and delivery of all Work. Under Phase 3, Motorola shall supply, fabricate, stage, provision, and if necessary, store all or such portion the PSBN Hardware and PSBN Software.

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

Approval of the recommended actions will authorize the Executive Director, on behalf of the Authority, to authorize Motorola, to include all work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC, which may be subject to NEPA and other Federal approvals.

As your Board is aware, the PSBN project schedule is very aggressive due to the pending Broadband Technology Opportunities Program (BTOP) grant spending deadline of September 30, 2015. Motorola is required to achieve final PSBN System Acceptance by August 15, 2015, based on a mutually agreed to Project Schedule. In order for the build out of the PSBN System to meet the developmental milestones of the Project Schedule, the Authority is requesting to move forward with Phase 2 and Phase 3 for both Additive Alternate No. 1 and Additive Alternate No. 2.

**FISCAL IMPACT/FINANCING**

The work to be performed under Amendment Four is fully reimbursable under the BTOP grant awarded by the Department of Commerce's National Telecommunications and Information Administration, except for the required 10 percent cash match.

**ENVIRONMENTAL DOCUMENTATION**

All work included in the Unilateral Options for Phases 1 through 5 of the PSBN Agreement, as well as any amendments and Notices to Proceed, is within the scope of the previously approved PSBN project, which the Board determined previously was exempt from review under CEQA. The current action is within the scope of the exemption finding previously made by the Board.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions.

**AGREEMENTS/CONTRACTING**

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute a contract amendment with Motorola, substantially similar to the attached form, to incorporate revisions contemplated in the recommended action.

Respectfully submitted,

  
PATRICK J. MALLON  
LA-RICS EXECUTIVE DIRECTOR

c: Counsel to the Authority

Attachment

**AMENDMENT NUMBER FOUR**  
**TO AGREEMENT NO. LA-RICS 008**  
**FOR**  
**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –**  
**PUBLIC SAFETY BROADBAND NETWORK**

**Recitals**

This Amendment Number Four (together with all exhibits, attachments, and schedules hereto, "Amendment No. 4") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of July \_\_\_\_\_, 2014, based on the following recitals:

Authority and Contractor have entered into that certain Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Public Safety Broadband Network (PSBN), dated as of March 6, 2014 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of March 6, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 1.

The Agreement has been previously amended by Amendment Number Two, effective April 7, 2014, to (a) make changes necessary to reflect the Authority's exercise of the Unilateral Option for all Work pertaining to Phase 1 for Additive Alternate No. 1, System Design Work for the Home Subscriber Server ("HSS"), and all Work pertaining to Phase 1 for Additive Alternate No. 2, System Design Work for the Redundant Evolved Packet Core ("EPC"), and (b) to make other changes as reflected in Amendment No. 2.

The Agreement has been previously amended by Amendment Number Three, effective June 20, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

Authority and Contractor desire to further amend the Agreement to (a) make changes necessary to reflect the Authority's exercise of the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC; and (b) to make other certain changes as reflected in this Amendment No. 4.

As provided in Section 4.1.2.2(c) of the Base Document to the Agreement, the Authority has determined in its sole and unilateral discretion to exercise the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC.

This Amendment No. 4 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 4, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 4 refer to sections of the Base Document, as amended by this Amendment No. 4.
2. Exercise of Unilateral Option. As provided in Section 4.1.2.2(c) of the Base Document, the Authority has determined in its sole and unilateral discretion to exercise the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC. Subject to Section 4.1.2.3 (Notices to Proceed) of the Base Document, the Contractor agrees the Contractor shall, on a timely basis and in accordance with the Agreement, fully perform, provide, complete, and deliver all Work encompassed in such Unilateral Option, in exchange for the amounts set forth on Exhibit C (Schedule of Payments) for such Work. Contractor acknowledges and agrees that Contractor will not commence Work in Phase 2 at any project site until (1) the Authority issues a Notice to Proceed ("NTP") for Phase 2 Work, and (2) the Contractor/Authority receive any required NEPA and other Federal approvals applicable to that site.
3. Amendments to Agreement Exhibits.
  - 3.1 Exhibit C.1 (Schedule of Payments – PSBN System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (Schedule of Payments – PSBN System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 4, which is incorporated by this reference.



- 3.2 Exhibit C.7 (Schedule of Payments – Additive Alternates) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.7 (Schedule of Payments – Additive Alternates) to Exhibit C (Schedule of Payments) attached to this Amendment No. 4, which is incorporated by this reference.
- 3.3 Section 24.4.1 of the Base Document is deleted in its entirety and replaced with the following:
  - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Thirty Three Million, Two Hundred Twenty Three Thousand, Six Hundred and Eight Dollars (\$233,223,608). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.
4. This Amendment No. 4 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 4.1 An authorized agent of Contractor has executed this Amendment No. 4;
  - 4.2 Los Angeles County Counsel has approved this Amendment No. 4 as to form;
  - 4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 4; and
  - 4.4 The Executive Director of the Authority has executed this Amendment No. 4.
5. Except as expressly provided in this Amendment No. 4, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Contractor and the person executing this Amendment No. 4 on behalf of Contractor represent and warrant that the person executing this Amendment No. 4 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 4, and that all requirements of Contractor to provide such actual authority have been fulfilled.
7. This Amendment No. 4 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

\* \* \*

**AMENDMENT NUMBER FOUR**  
**TO AGREEMENT NO. LA-RICS 008**  
**FOR**  
**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –**  
**PUBLIC SAFETY BROADBAND SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_  
Patrick J. Mallon  
LA-RICS Executive Director

By: \_\_\_\_\_

APPROVED AS TO FORM FOR THE LOS  
ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM  
AUTHORITY:

JOHN F. KRATTLI  
County Counsel

By: \_\_\_\_\_  
Michael S. Simon  
Deputy County Counsel

## SCHEDULE OF PAYMENTS

### EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
Phase 1 - System Design	\$ -	\$ 16,040,248	\$ 1,366,947	\$ 14,673,301
Phase 2 - Site Construction and Site Modification	\$ -	\$ 44,324,412	\$ 4,386,198	\$ 39,938,214
Phase 3 - Supply PSBN Components	\$ -	\$ 47,648,311	\$ 4,743,435	\$ 42,904,876
Phase 4 - PSBN Implementation	\$ 21,899,970	\$ -	\$ 2,181,203	\$ 19,718,767
<b>Subtotal (Phases 1 to 4)</b>	<b>\$ 21,899,970</b>	<b>\$ 108,012,971</b>	<b>\$ 12,677,783</b>	<b>\$ 117,235,158</b>
Phase 5 - PSBN Maintenance (First 5 Years of Maintenance)	\$ 32,369,744	\$ -	\$ 3,236,974	\$ 29,132,770
<b>Subtotal (Phases 1 to 5)</b>	<b>\$ 54,269,714</b>	<b>\$ 108,012,971</b>	<b>\$ 15,914,757</b>	<b>\$ 146,367,928</b>
Additive Alternate 1 - Home Subscriber Server (HSS) <small>(Notes 1 &amp; 2)</small>	\$ 196,352	\$ 764,536	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core <small>(Notes 1 &amp; 2)</small>	\$ 988,210	\$ 2,593,156	\$ 358,137	\$ 3,223,229
Additive Alternate 3 - Location Services	\$ 2,592,246	\$ -	\$ 259,225	\$ 2,333,021
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ 616,609	\$ 5,549,481
<b>Subtotal (Additive Alternates)</b>	<b>\$ 9,942,898</b>	<b>\$ 3,357,692</b>	<b>\$ 1,330,060</b>	<b>\$ 11,970,530</b>
<b>TOTAL CONTRACT SUM</b>	<b>\$111,370,663</b>			
<b>MAXIMUM CONTRACT SUM</b> <small>(Total Unilateral Option Sum + Total Contract Sum)</small>	<b>\$175,583,275</b>			

\* The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for each deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), however not all deliverables (i.e. insurance, bonds) in the Exhibit C, Schedule of Payments, will be subject to a 10% holdback.

Note 1: Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

## AGENDA ITEM 7 - ATTACHMENT B

**Note 2: Pursuant to Amendment No. 4, effective July \_\_\_\_, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).**

**AGENDA ITEM 7 - ATTACHMENT B**

## SCHEDULE OF PAYMENTS

### EXHIBIT C.7 - ADDITIVE ALTERNATES

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum (Notes 1 & 2)	Contract Sum - Payable Amount (Notes 1 & 2)	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>ADDITIVE ALTERNATE NO 1. - HOME SUBSCRIBER SERVER (HSS)</b>					
B.8.1	Price to deliver all of Phase 1 – System Design Work for the Home Subscriber Server (HSS)	\$ -	\$ 73,888	\$ 7,389	\$ 66,499
B.8.1	Price to deliver all of Phase 2 – Site Construction and Site Modification Work for the Home Subscriber Server (HSS)	\$ -	\$ 55,121	\$ 5,512	\$ 49,609
B.8.1	Price to deliver all of Phase 3 – Supply PSBN Components Work for the Home Subscriber Server (HSS)	\$ -	\$ 635,527	\$ 63,553	\$ 571,974
B.8.1	Price to deliver all of Phase 4 – PSBN Implementation Work for the Home Subscriber Server (HSS)	\$ 196,352	\$ -	\$ 19,635	\$ 176,717
<b>Subtotal for Additive Alternate No. 1 - Home Subscriber Server (HSS)</b>		<b>\$ 196,352</b>	<b>\$ 764,536</b>	<b>\$ 96,089</b>	<b>\$ 864,799</b>
<b>ADDITIVE ALTERNATE NO 2. - REDUNDANT EVOLVED PACKET CORE</b>					
B.8.2	Price to deliver all of Phase 1 – System Design Work for the Redundant Evolved Packet Core	\$ -	\$ 321,156	\$ 32,116	\$ 289,040
B.8.2	Price to deliver all of Phase 2 – Site Construction and Site Modification Work for the Redundant Evolved Packet Core	\$ -	\$ 73,494	\$ 7,349	\$ 66,145
B.8.2	Price to deliver all of Phase 3 – Supply PSBN Components Work for the Redundant Evolved Packet Core	\$ -	\$ 2,198,506	\$ 219,851	\$ 1,978,655
B.8.2	Price to deliver all of Phase 4 – PSBN Implementation Work for the Redundant Evolved Packet Core	\$ 988,210	\$ -	\$ 98,821	\$ 889,389
<b>Subtotal for Additive Alternate No. 2 - Redundant Evolved Packet Core:</b>		<b>\$ 988,210</b>	<b>\$ 2,593,156</b>	<b>\$ 358,137</b>	<b>\$ 3,223,229</b>
<b>ADDITIVE ALTERNATE NO 3. - LOCATION SERVICES</b>					
B.8.3	Price to deliver all of Phase 1 – System Design Work for Location Services	\$ 23,207	\$ -	\$ 2,321	\$ 20,886
B.8.3	Price to deliver all of Phase 2 – Site Construction and Site Modification Work for Location Services	\$ 55,121	\$ -	\$ 5,512	\$ 49,609

## AGENDA ITEM 7 - ATTACHMENT B

Deliverable/ Task No./ Subtask No./ Section No. <i>(Exhibit A, B, or Base Document)</i>	Deliverable	Unilateral Option Sum (Notes 1 & 2)	Contract Sum - Payable Amount (Notes 1 & 2)	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
B.8.3	Price to deliver all of Phase 3 – Supply PSBN Components Work for Location Services	\$ 2,428,689	\$ -	\$ 242,869	\$ 2,185,820
B.8.3	Price to deliver all of Phase 4 – PSBN Implementation Work for Location Services	\$ 85,229	\$ -	\$ 8,523	\$ 76,706
<b>Subtotal for Additive Alternate No. 3 - Location Services:</b>		<b>\$ 2,592,246</b>	<b>\$ -</b>	<b>\$ 259,225</b>	<b>\$ 2,333,021</b>
<b>TOTAL FOR ADDITIVE ALTERNATE NOS. 1 TO 3:</b>		<b>\$ 3,776,808</b>	<b>\$ 3,357,692</b>	<b>\$ 713,451</b>	<b>\$ 6,421,049</b>

**Note 1:** Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

**Note 2:** Pursuant to Amendment No. 4, effective July \_\_\_\_, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

## AGENDA ITEM 7 - ATTACHMENT B



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

July 10, 2014

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

Dear Directors:

### **ACCEPT 2013 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS**

#### **SUBJECT**

Board approval is requested to accept the LA-RICS Project's allocation of the 2013 Urban Areas Security Initiative (UASI) funds.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Accept \$13,744,067.00 in grant funds from the Fiscal Year 2013 UASI funds as distributed through the California Office of Emergency Services (CalOES); and,
2. Authorize the Executive Director to execute the 2013 UASI Sub-recipient Agreement, substantially similar to the attached from 2010, between the City of Los Angeles and the Authority.

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

The Board's acceptance of grant funds, and authorization of the Executive Director to execute the Sub-recipient Agreement will allow the Authority to request reimbursement for approved project expenditures. Approved project expenditures for the UASI '13 grant, pending extension approvals for the UASI 2010 – 2012 grants, include Land Mobile Radio System design and equipment purchase.

#### **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 actions.

**AGREEMENTS/CONTRACTING**

The recommended action will authorize the Executive Director to execute the Sub-Recipient Agreement with the City of Los Angeles. The City of Los Angeles is the administrator of the UASI '13 grant, and has advised Authority staff the Sub-Recipient Agreement is being finalized. It is expected that the Sub-Recipient Agreement for the UASI '13 will not differ materially from the agreement for the UASI '10 grant. In the interest of time, while extensions are secured for UASI 2010-2012, we request delegated authority to execute the UASI 2013, with the understanding the spending plan will be updated once extensions are secured.

Respectfully submitted,



PATRICK J. MALLON  
LA-RICS EXECUTIVE DIRECTOR

c: Counsel to the Authority

Attachment



SUBRECIPIENT AGREEMENT

Jurisdiction: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority

Title: FY 10 Urban Area Security Initiative (UASI) Grant Program

City Contract Number C-122911

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Exhibit R	Establish/Enhance EOC Request Form
Exhibit S	Establish/Enhance JRIC Request Form
Exhibit T	Project Timeline

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").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security ("DHS" or "Grantor"), through the Office of Grants and Training ("G&T"), has provided financial assistance to the Los Angeles/ Long Beach Urban Area ("LA/LBUA") through the Fiscal Year (FY) 2010 Urban Areas Security Initiative Grant Program ("UASI 10" or the "Grant") in the amount of \$69,922,146 ("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 July 19, 2011(C.F. # 10-1166); and

WHEREAS, DHS is providing Federal grants funding and assistance to the LA/LBUA in order help achieve its mission of securing America from the many threats it faces; and

WHEREAS, DHS achieves its mission by meeting four areas of responsibility, which are: guarding against terrorism, securing our borders, enforcing our immigration laws, and improving readiness for, response to and recovery from disasters;

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, this financial assistance is administered by the City of Los Angeles and is overseen by the California Emergency Management Agency ("CalEMA"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, organization, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the City has designated the Office of the Mayor, Office of Homeland Security and Public Safety ("Mayor's Office") to provide for the proper monitoring of the funding and administration of the Grant; and

WHEREAS, the Mayor's Office now wishes to distribute UASI 10 Grant Funds allocated to the Subrecipient as a participating jurisdiction in the LA/LBUA as further detailed in this Agreement;

WHEREAS, the City and Subrecipient are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number # 10-1166 dated 07/19/2011) which authorizes the City to prepare and execute this Agreement.

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:

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I.  
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City, 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:

Eileen Decker, Deputy Mayor  
Office of the Mayor, Homeland Security and Public Safety  
200 N. Spring Street, Room 303  
Los Angeles, CA 90012  
Phone: (213) 978-0687  
Fax: (213) 978-0718  
Eileen.Decker@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. This Section is Left Intentionally Blank
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- 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.



- 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.

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II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The performance period of this Agreement shall commence on October 28, 2010 and extend to March 31, 2014 (the "Term"), any additional period of time as is required to complete any necessary close out activities. Said performance period is subject to the provisions herein.

§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 2010 Homeland Security Grant Program Guidance and Application Kit ("DHS 10 Guidance"), (2) DHS Information Bulletins, (3) CalEMA's FY 10 Homeland Security Grant Program California Supplement to Federal Guidance and Application Kit ("CalEMA 10 Supplement"), (4) CalEMA Grant Management Memos ("GMM"), (5) the current editions of the Office of Justice Programs ("OJP") Financial Guide and the DHS Financial Management Guide, (6) DHS/FEMA's Grants Management Common Rule as codified in Title 44 Code of Federal Regulations (CFR) Part 13, (7) CalEMA FY 10 Grant Assurances, attached hereto as Exhibit E and made a part hereof, and (8) 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 2010 Homeland Security Grant Program application. Further, use of the Grant Funds is limited to those investments and projects included in the California FY10 Investment Justifications submitted to DHS/FEMA/CalEMA and evaluated through the peer review process. Subrecipient shall comply with any cost sharing commitments included in such FY10 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. Subrecipient shall assure that the Grant Funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

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 shall notify City and CalEMA 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 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.

- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan, dated August 29, 2013 (the "Budget"). The Budget contains detailed listings of items and projects for expenditure under the terms of this Agreement and the Grant, and Subrecipient shall use the funds disbursed under this Agreement only for such items. Any request by Subrecipient to modify the Budget must be made in writing and must be approved in writing by the Parties during the term of this Agreement.
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 M. 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 15th day of each month before 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 Grant Funds on modified budget items until such modification is approved by the City and CalEMA/Grantor.
  3. Final modification requests must be submitted to the City no later than 80 days prior to the end of the applicable Grant performance period deadline to provide the City time to meet CalEMA/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.

- C. Subrecipient has completed a UASI 10 Timeline ("Timeline") setting forth project milestones, deliverables and a schedule of payments, reimbursements and expenditures for Grant Funds. Such Timeline, as approved by the City, is attached hereto as Exhibit T. Amendments or modifications to such Timeline, including periodic updates, shall be made deemed effective only upon prior written approval of the City. Subrecipient shall notify the City of any such contemplated amendments, modifications or updates to the Timeline in a timely manner. Subrecipient shall provide timely status reports and any other reports requested by the City regarding Subrecipient's project performance under the Timeline. The completion of each milestone and deliverable referenced in the Timeline is subject to the prior review and written approval of the City. Failure to meet any milestones or deadlines as set forth in Subrecipient's UASI 10 Timeline may result in the City reducing Grant Funds allocated to the Subrecipient, as more fully set forth in §301 of this Agreement."
- D. Subrecipient shall initiate and complete work on a project within the applicable time frame after receipt of approval for such project from CalEMA. CalEMA may grant extensions to the time of performance for a project at its sole discretion. Any request by Subrecipient to extend the time of performance for a project must be made in writing to the Mayor's Office. All extension requests must be approved by CalEMA in writing during the term of this Agreement to be effective.
- E. Project extension requests must be submitted to the City no later than 120 days before the end of the applicable project time of performance. 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.
- F. Any equipment acquired pursuant to this Agreement shall be authorized subject to, and in compliance with the CalEMA 10 Supplement, GMMs, UASI Authorized Equipment List (<https://www.rkb.us>), DHS Information Bulletins, and DHS 10 Guidance, which includes Part V: Application and Submission Subpart E Funding Restrictions (attached as Exhibit F hereto and made a part hereof), and Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, Organization, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities (attached as Exhibit G hereto and made a part hereof). 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, Title 28 CFR Parts 66 and 70, the current editions of the OJP Financial Guide and the DHS Financial Management Guide, and Title 44 CFR Part 13.

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 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 I, 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 P), when applicable. Records must be retained pursuant to 28 CFR Part 66, the current editions of the OJP Financial Guide and the DHS Financial Management Guide, and Title 44 CFR Part 13. 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 Q.
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 R.
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 S.
10. Aviation, EOC and JRIC Request forms must be approved by CalEMA 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 UASI 10 Timeline, as approved by the City.

12. Notwithstanding anything to the contrary in this Agreement, Equipment must meet all mandatory regulatory and/or DHS-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 paid pursuant to this Agreement shall be authorized subject to, and in compliance with the CalEMA 10 Supplement, GMMs, DHS Information Bulletins, and DHS 10 Guidance, which includes Part V: Application and Submission Subpart E Funding Restrictions (attached as Exhibit F hereto and made a part hereof), and Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities (attached as Exhibit G hereto and made a part hereof) and must be pre-authorized by CalEMA at <http://www.ohs.ca.gov/hseep/TrainingHome.html>. A catalogue of Grantor approved and sponsored training courses are available at [http://www.firstrespondertraining.gov/odp\\_webforms](http://www.firstrespondertraining.gov/odp_webforms).
- I. Any exercise pursuant to this Agreement shall be authorized subject to, and in compliance with the CalEMA 10 Supplement, GMMs, DHS Information Bulletins, and DHS 10 Guidance, which includes Part V: Application and Submission Subpart E Funding Restrictions (attached as Exhibit F hereto and made a part hereof), and Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities (attached as Exhibit G hereto and made a part hereof). Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- J. Any planning paid pursuant to this Agreement shall be authorized subject to, and in compliance with the CalEMA 10 Supplement, GMMs, DHS Information Bulletins, and DHS 10 Guidance, which includes Part V: Application and Submission Subpart E Funding Restrictions (attached as Exhibit F hereto and made a part hereof), and Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities (attached as Exhibit G hereto and made a part hereof). Subrecipient must have a City approved, tangible deliverable for the planning project. Reference materials and additional details are available at <http://www.calema.ca.gov>



- K. 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.
- L. Any organizational activities paid pursuant to this Agreement shall be authorized subject to, and in compliance with the CalEMA 10 Supplement, GMMs, DHS Information Bulletins, and DHS 10 Guidance, which includes Part V: Application and Submission Subpart E Funding Restrictions (attached as Exhibit F hereto and made a part hereof), and Part VIII, Other Information - HSGP Allowable Costs, HSGP Allowable Expenses, Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities (attached as Exhibit G hereto and made a part hereof). Plans and reports shall be in the form requested by the City, and shall be provided in a timely manner.
- M. As required by CalEMA, 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
- N. Any and all requests for Sole Source procurements or contracts must be approved by the City and CalEMA prior to Subrecipient entering into such contract. Such request shall be made on a Sole Source Request Form, as attached hereto as Exhibit N. Any such request may be denied by City and CalEMA in their sole discretion.

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 Nineteen Million, Four Hundred Six Thousand, Seventy-Nine Dollars (\$19,406,079.00) 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 10 grant award and the Budget, as provided by the Subrecipient. 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 (attached hereto as Exhibit P) and Equipment Ledger (Exhibit I), Training Roster (Exhibit J), Planning Roster (Exhibit L) and/or Exercise Roster (Exhibit K), 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 I) 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 (attached hereto as Exhibit L) or class exercise roster (attached hereto as Exhibit K) verifying training attendees, proof that a CalEMA 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 in accordance with the approved Timeline, attached as Exhibit T hereto.

Requests for reimbursement submitted not in accordance with the schedule set forth in such timeline shall be deemed ineligible for reimbursement. Modifications or amendments to such timeline shall be effective only by written consent of both the City and Subrecipient.

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 OJP financial guidelines 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 CalEMA and Grantor.
- E. It is understood that the City makes no commitment to fund this Agreement beyond the terms set forth herein. In the event the amount of the Grant Funds allocated to Subrecipient is reduced, the City shall timely provide written notice to Subrecipient of such reduction and the reimbursement payable to the Subrecipient will be reduced accordingly for expenditures incurred following such notice of reduction, provided, however, that, for reductions in Grant Funds allocation made pursuant to Section 301 H below, the reduction in reimbursement payable to the Subrecipient shall be made without regard to whether Subrecipient's expenditures were made prior to such notice of reduction. All such reductions shall be in accordance with the applicable Grant regulations.

- F. This section intentionally blank.
- G. 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.
- H. Subject to Section 301 B.2, the City reserves the right at any time to modify in accordance with the applicable Grant regulations 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 UASI 10 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 UASI 10 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 reimbursement made for Subrecipient's expenditures made not in accordance with the approved UASI 10 Timeline.

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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 and the County 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 and the City 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 therefore. Subrecipient certifies to 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

- A. Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the County 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).
- B. (This section intentionally left blank.)
- C. 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. Los Angeles City Business Tax Registration Certificate

Under the terms of this Agreement, the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code) is not applicable.

§410. 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.

§411. 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 Section 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 Section 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.

§412. 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 administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of 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 (as such term is defined under the California Political Reform Act, California Government Code § 87100 et seq.), 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 Section 13.36 or 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" shall be as defined under the applicable provisions of the California Political Reform Act, California Government Code § 87100 et seq.
  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. (This section intentionally left blank.)
- D. 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).
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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.
- J. 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".

§413. Insurance

This section is not applicable to this Agreement, and is intentionally left blank.

§414. 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 Sec. 6250 et seq.).

§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 and County 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. 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, as applicable, adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 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, as applicable, it will comply with the Americans with Disabilities Act 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. As applicable, 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. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. 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. 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. Subrecipient shall not use any funds provided under this Agreement be used, 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 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 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.
- b. Subrecipient agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City and CalEMA/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 CalEMA/Grantor directives.

7. Subcontracts and Procurement

Subrecipient shall comply, as applicable, with the State, Federal and Subrecipient standards in the award of any subcontracts. 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, 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, as applicable, with all 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), 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 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) 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, gender or disability against Subrecipient or any of its

subgrantees, contractors or subcontractors being funded with Grant Funds, the Subrecipient will forward a copy of the finding to the City and the Office of Civil Rights, Office of Justice Programs.

10. Environmental

- a. Subrecipient shall comply, as applicable, 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 (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 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/CalEMA 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; (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); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (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.

- 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 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 undertake any project having the potential to impact the EHP resources without prior written approval of City and DHS/FEMA/CalEMA, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, 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. 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/CalEMA and the appropriate State Historic Preservation Office.
- d. Subrecipient shall, as applicable, 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.
- e. Subrecipient shall comply, if 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, as applicable, comply 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 are not on the Environmental Protection Agency's (EPA) List of Violating Facilities, and it will notify the City and DHS/FEMA/CalEMA 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 shall comply, as applicable, 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, and is not impacting the environment negatively.
- i. Subrecipient shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- j. Subrecipient shall comply, as applicable, 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., 28 CFR Part 67, 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, if applicable, with the Laboratory 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 28 Code of Federal Regulations (CFR) Parts 66 and 70; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); 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 10 Guidance; CalEMA 10

Supplement; CalEMA 10 Grant Assurances (attached hereto as Exhibit E); DHS 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.

C. Travel Expenses

Subrecipient as provided herein shall be compensated for reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient'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 Mayor's Office.

Subrecipient's travel and per diem reimbursement costs shall be reimbursed in accordance with City policy, Subrecipient's policies and procedures, and federal rules and regulations regarding this Grant.

D. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances or the Grant Assurances (as hereinafter defined) may result in suspension, termination or reduction of Grant Funds, and repayment by Subrecipient to City of any unlawful expenditures.

E. Compliance with Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the City to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit E. By signing these Grant Assurances, the City became liable to the Grantor for any funds that are used in violation of the Grant requirements. Subject to and without waiver of Subrecipient's rights of protest and appeal, Subrecipient shall be liable to the Grantor for any funds the Grantor determines that Subrecipient used in violation of these Grant Assurances. Subrecipient shall indemnify and hold harmless the City for any sums the Grantor determines Subrecipient used in violation of the Grant Assurances; provided, however, and without limiting any of the City's rights to such indemnity, that Subrecipient does not waive any rights of protest and appeal with respect to any such determination by Grantor. The provisions of this paragraph shall survive termination of this Agreement.

§416. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of Subrecipient as an independent party and not as a City employee.

§417. 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/CalEMA. Unless there is a prior agreement between the City and Grantor/FEMA/CalEMA, Grantor/FEMA/ CalEMA shall determine whether to seek protection on the Invention. Grantor/FEMA/CalEMA 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/CalEMA regarding allocation of any patent rights that arise from, or are purchased with, Grant Funds.

B. Rights to Use Inventions

City and Grantor/FEMA/CalEMA 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

1. Unless otherwise provided by the terms of the Grantor/FEMA or of this Agreement, when copyrightable material ("Material") is developed as part of a project funded under this Agreement, 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, publish, or otherwise use, and authorize others to use, for all government purposes: (a) any Material so developed and (b) any rights of copyright to which Subrecipient purchases ownership with Grant Funds.

2. Contractor shall comply with 24 CFR 85.34.

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.

§418. Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy

This section is not applicable to this contract, and is intentionally left blank.

§419. Earned Income Tax Credit

Under the terms of this Agreement, Subrecipient is exempt from compliance with the provisions of Section 10.37.4 of the Los Angeles Administrative Code.

§420. Equal Benefits Ordinance

Under the terms of this Agreement, Subrecipient is exempt from compliance with the provisions of Section 10.37.4 of the Los Angeles Administrative Code.

§421. Contractor Responsibility Ordinance

Under the terms of this Agreement, Subrecipient is exempt from compliance with the provisions of the Contractor Responsibility Ordinance (CRO), Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code.

§422. Slavery Disclosure Ordinance

Under the terms of this Agreement, Subrecipient is exempt from compliance with the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

§423. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient is exempt from compliance with the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Subrecipient shall comply with California Family Code Section 5230 et seq. as applicable.

§424. Minority, Women, and Other Business Enterprise Outreach Program

Subrecipient agrees that, to the extent contractors or subcontractors are utilized with respect to the Grant Funds awarded to Subrecipient by this Agreement, Subrecipient shall adhere to all policies, guidelines and regulations set forth by the Grantor and CalEMA regarding the use of small, minority, women-owned, or

disadvantaged business concerns as may be applicable to the use of the Grant Funds.

§425. Publications

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."*

**[REMAINDER OF PAGE 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. (This section intentionally left blank.)

§503. (This section intentionally left blank.)

§504. (This section intentionally left blank.)

§505. 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 give fair and reasonable consideration to any requested compliance with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Agreement; provided, however, that County shall comply with any such directives, rules, amendments or requirements if such directives, rules, amendments or requirements directly relate to and are necessary to ensure City and/or Subrecipient compliance with applicable state and federal requirements regarding the UASI 09 Grant Funding and its use pursuant to this Agreement.



VI.  
ENTIRE AGREEMENT

§601. Complete Agreement


This Agreement contains the full and complete Agreement between the two parties. 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.

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes one (41) pages and twenty (20) Exhibits which constitute the entire understanding and agreement of the parties.

**[REMAINDER OF PAGE 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 <u>[Signature]</u> Deputy City Attorney</p> <p>Date <u>9/4/13</u></p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By <u>[Signature]</u> ERIC GARCETTI, Mayor Homeland Security and Public Safety, Mayor's Office</p> <p>Date <u>05 SEP 2013</u></p>
<p>ATTEST:</p> <p>HOLLY WOLCOTT, Interim City Clerk</p> <p>By <u>[Signature]</u> Deputy City Clerk</p> <p>Date <u>9-5-13</u></p> <p>C-122911</p>	
<p>APPROVED AS TO FORM:</p> <p>JOHN F. KRATTLI County Counsel</p> <p>By <u>[Signature]</u> Deputy County Counsel</p> <p>Date <u>September 3, 2013</u></p>	<p>For: Los Angeles Regional Interoperable Communications System Authority ("LA- RICS"), a joint powers authority</p> <p>By <u>[Signature]</u> Patrick Mallon, LA-RICS Executive Director</p> <p>Date <u>9-4-13</u></p>
<p>ATTEST:</p> <p>By <u>[Signature]</u> Patricia Saucedo, LA-RICS Executive Secretary</p> <p>Date <u>09/04/13</u></p>	<p>[SEAL]</p>

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

Exhibit A

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Insurance

(Not applicable to this Agreement)

## Exhibit B

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

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. 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.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, 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.
4. 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 Order 12549.
5. The prospective recipient of Federal assistance funds 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.
6. The prospective recipient of Federal assistance funds further agrees by submitting this 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.
7. 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.
8. 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.
9. Except for transactions authorized under Paragraph 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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Exhibit C

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Certification Regarding Lobbying

**EXHIBIT C**  
**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans**  
**and Cooperative Agreements**

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

1. 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.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. 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

LA-RICS

\_\_\_\_\_  
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Patrick J. Mallon, Executive Director  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE



\_\_\_\_\_  
DATE

9/4/13



Exhibit D

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Certification Regarding Drug Free Requirements

CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS

(Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit)

The Subrecipient certifies that it will or will continue to provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357, by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Subrecipient'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.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the Grant program, the employee will:
  - a. Abide by the terms of the statement, and
  - b. Notify the Subrecipient in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City and Grantor, in writing, within 10 calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:  
Department of Justice, Office of Justice Programs  
ATTN: Control Desk  
633 Indiana Avenue, N.W.  
Washington, D.C. 20531
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this certification.

LA-RICS AGREEMENT # \_\_\_\_\_  
SUBRECIPIENT/BORROWER/AGENCY  
Patrick J. Mallon, Executive Director  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE  
Patrick J. Mallon 9/4/13  
SIGNATURE DATE

Exhibit E

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Grant Assurances

California Emergency Management Agency

FY2010 Grant Assurances

(All HSGP Applicants)

Name of Applicant: Los Angeles / Long Beach Urban Area  
Address: 200 North Spring Street, Room 303  
City: Los Angeles State: CA Zip Code: 90012  
Telephone Number: 213-978-0730 Fax Number: 213-978-0718  
E-Mail Address: alisa.finsten@lacity.org

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that 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) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will 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.
12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
15. Will comply, if 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 structures.
16. Will comply with all 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), which prohibits discrimination on the basis of gender.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), 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.

discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

21. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
22. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
  - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. 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.).
  - d. 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.).
  - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
  - g. 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.
  - h. Applicable 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.
23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
24. Agrees that 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."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
25. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

26. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
27. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
  - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
28. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
29. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 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.
30. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
31. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 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 this award of assistance.
32. Will comply with the minimum wage and maximum hour provisions of 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.
33. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
34. Agrees that:
  - a. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  - b. If any other funds 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 an employee of Congress, or employee of a Member

of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
  - d. 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.
35. Agrees that equipment acquired or obtained with grant funds:
- a. Will 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 applicant, 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.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
36. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
37. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
38. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
40. Agrees to cooperate with any 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 within this agreement.
41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.



43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
44. Will not make any award or permit any award (subgrant 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".
45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
- a. The applicant certifies that it and its principals:
    - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
    - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The grantee's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs;and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
 

Department of Justice, Office of Justice Programs  
ATTN: Control Desk  
633 Indiana Avenue, N.W.  
Washington, D.C. 20531
- f. Notice shall include the identification number(s) of each affected grant. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- 47. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- 48. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: Alisa Finsten

Printed Name of Authorized Agent: Alisa Finsten

Title: grants Director Date: 9/27/10

Exhibit F

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Part V: Application and Submission Subpart E  
Funding Restrictions

## E. Funding Restrictions

DHS grant funds may only be used for the purpose set forth in the grant, and must be consistent with the statutory authority for the award. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

Pre-award costs are allowable only with the written consent of DHS and if they are included in the award agreement.

The applicable SAAs will be responsible for administration of the FY 2010 HSGP. In administering the program, the SAA must work with the eligible applicants to comply with the following general requirements:

- 1. HSGP Priorities Threshold.** As noted before, FY 2010 HSGP applies to all capabilities with an emphasis on the eight National Priorities.
- 2. Law Enforcement Terrorism Prevention.** Per the 9/11 Act, States are required to ensure that at least 25 percent of SHSP appropriated funds and 25 percent of UASI appropriated funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities. This requirement does not include award funds from OPSG, MMRS, and CCP.
- 3. Management and Administration (M&A) Limits.** A maximum of up to five percent (5%) of HSGP funds (exclusive of OPSG) awarded may be retained by the State, and any funds retained are to be used solely for management and administrative purposes associated with the HSGP award. States may pass through a portion of the State M&A allocation to local subgrantees to support local management and administration activities; the overall M&A amount may not equal more than five percent (5%) of HSGP funds (exclusive of OPSG). ***No M&A funds may be used to support the FY 2010 OPSG Program.***
- 4. Allowable Costs.** A crosswalk of allowable costs across the HSGP programs can be found in Part VIII of this Guidance package, along with additional detail on planning, organization, equipment, training, and exercises costs. The following pages outline global allowable costs guidance applicable to all programs included in the HSGP.

Allowable Investments made in support of the HSGP Priorities as well as other capability-enhancing projects must fall into the categories of planning, organization, equipment, training, or exercises. Additional detail about each of these allowable expense categories, as well as sections on additional activities including explicitly unallowable costs, is provided. In general, grantees should consult their FEMA

Headquarters Program Analyst (for SHSP, UASI, or OPSG questions) or FEMA Regional Program Analyst (for MMRS or CCP questions) prior to making any Investment that does not clearly meet the allowable expense criteria established by the Guidance.

***Planning Activities (SHSP, UASI, OPSG, MMRS, CCP)***

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States and Urban Areas may use FY 2010 HSGP funds for planning efforts that enable them to prioritize needs, build capabilities, update preparedness strategies, allocate resources, and deliver preparedness programs across disciplines (e.g., tribal governments, law enforcement, fire, EMS, health care systems, public health, behavioral health, public works, rural water associations, agriculture, and information technology) and levels of government. States and Urban Areas are further encouraged to include disciplines responsible for the health, safety, education, and care of infants and children and those responsible for integrating the accessibility and functional needs of children and adults with disabilities. Planning activities should focus on the four homeland security mission areas of prevention, protection, response, and recovery. HSGP funds should also be leveraged to integrate specialized programs, such as the Regional Catastrophic Preparedness Grant Program, into the overall framework at the State and Urban Area level. All jurisdictions are encouraged to work through Citizen Corps Councils, nongovernmental entities, and the general public in planning activities.<sup>4</sup> Grantees are encouraged to use the *Comprehensive Preparedness Guide 101, Producing Emergency Plans: A Guide for All-Hazard Operations Planning for State, Territorial, Local and Tribal Governments* in order to develop robust and effective plans.

***Organizational Activities (SHSP and UASI only)***

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Section 2008 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, includes the following allowable activities:

- Responding to an increase in the threat level under the Homeland Security Advisory System, or needs resulting from a National Special Security Event
- Establishing, enhancing, and staffing State and Major Urban Area fusion centers
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission by using historical data or other analysis.<sup>5</sup> All States are allowed to utilize up to 50 percent of their FY 2010 SHSP funding and all Urban Areas are allowed up to 50 percent of their FY 2010 UASI funding

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<sup>4</sup> Nongovernmental entities include the private sector, private nonprofits, faith-based, community, volunteer, and other nongovernmental organizations.

<sup>5</sup> The effectiveness of a request for the use of funds for allowable organizational costs will be judged on the Investment Justification's ability to illustrate the need for such resources to effectively achieve a capability that will have a meaningful impact in the reduction of risk.

for organizational activities.<sup>6</sup> At the request of a recipient of a grant, the Administrator may grant a waiver of the limitation noted above (50 percent).

- **Intelligence Analysts** – Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
  - Successfully complete training to ensure baseline proficiency in *intelligence analysis and production* within six months of being hired; and/or,
  - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit

All intelligence analyst training should be in accordance with the Global Justice Information Sharing Initiative's (Global) *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be made available to FEMA Program Analysts upon request.

- **Overtime Costs** – Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with Federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

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<sup>6</sup> Note: Both organizational costs (e.g., intelligence analysts, operational overtime), planning, equipment, training, and exercise personnel costs are applied towards the 50 percent personnel cap.

- **Operational Overtime Costs** – In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2010 SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
  - Backfill and overtime expenses (as defined in this Guidance) for staffing State or Major Urban Area fusion centers
  - Hiring of contracted security for critical infrastructure sites
  - Public safety overtime (as defined in this Guidance)
  - Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package)
  - Increased border security activities in coordination with CBP, as outlined in Information Bulletin #135

FY 2010 SHSP or UASI funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

Note: States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (per the above guidance limitations and up to a maximum of 50 percent of the State share of the UASI grant). Any UASI funds retained by the State must be used in **direct** support of the Urban Area. States must provide documentation to the UAWG and FEMA upon request demonstrating how any UASI funds retained by the State would directly support the Urban Area.

#### **Equipment Activities (SHSP, UASI, MMRS, CCP)**

The 21 allowable prevention, protection, response, and recovery equipment categories and equipment standards for FY 2010 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

States that are using FY 2010 HSGP funds to purchase Interoperable Communications Equipment (Category 6) must consult SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communications. This guidance can be found at <http://www.safecomprogram.gov>. Additionally, grantees are required to coordinate with other State and local partners in

integrating their interoperable communications plans and projects as outlined in each State's Statewide Communication Interoperability Plan.

#### ***Training Activities (SHSP, UASI, MMRS, CCP)***

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States, territories, and Urban Areas may use HSGP funds to develop a homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP, UASI, MMRS, and CCP grant programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS, DOT). Allowable training topics include, but are not limited to, CBRNE terrorism, cyber/agriculture/food security, intelligence gathering and analysis, NIMS related training, citizen and community preparedness, interoperable and emergency communications, and training for volunteers, infants and children and individuals with disabilities in disasters, pediatric medical surge, and evacuation and sheltering with particular emphasis on children, keeping children with parents or guardians, addressing needs of unaccompanied minors, and integrating the accessibility and functional needs of children and adults with disabilities (see *Comprehensive Preparedness Guide 301 [CPG-301]: Interim Emergency Management Planning Guide for Special Needs Populations* and other resources for additional information).

Training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's EOP or specific annexes, where applicable.

#### ***Exercise Activities (SHSP, UASI, MMRS, CCP)***

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Exercises conducted with FEMA support must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://hseep.dhs.gov>. The HSEEP Library provides sample exercise materials and templates.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the NIMS Integration Center, <http://www.fema.gov/emergency/nims/index.shtm>.

All Urban Areas are required to develop a Multi-Year Training and Exercise Plan (TEP) and submit to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN). Further, Urban Areas are encouraged to develop a Multi-Year Plan and Schedule that takes into consideration anticipated training needs of the Urban Area for at least the immediate year, with exercises being timed to provide responders the opportunity to utilize training received. Further



guidance concerning the Training and Exercise Plan and the Training and Exercise Plan Workshop can be found at <https://hseep.dhs.gov>.

Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

Urban Areas are eligible for Regional Exercise Support Program (RESP) funds but must do so in conjunction with the SAA.

States and Urban Areas are encouraged to exercise their capabilities with regard to infants and children across all aspects of response and recovery, including pediatric medical surge capabilities and integrating the accessibility and functional needs of children and adults with disabilities.

#### ***Personnel Activities (SHSP, UASI, MMRS, CCP)***

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2010 HSGP planning, training, exercise, and equipment activities.

- A personnel cost cap of up to 50 percent of total **SHSP and UASI** program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap is unacceptable; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. **Neither MMRS nor CCP have a personnel cost cap.** Activities that are considered “personnel” and “personnel-related,” and therefore count against the personnel cost cap of 50 percent, include, but are not limited to:
  - Operational overtime
  - Overtime/backfill to participate in approved training or exercise deliveries
  - Salaries and personnel costs of intelligence analysts
  - Overtime to participate in intelligence sharing activities
  - Salaries and personnel costs of planners, equipment managers, exercise coordinators, and/or training coordinators
  - Salaries and personnel costs under the M&A category
  - Contractor costs associated with performing the above activities

These activities are also subject to the funding and eligibility requirements detailed under the allowable cost categories. For further details SAAs should contact their FEMA Headquarters Program Analyst.

FY 2010 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

The following are definitions for the terms as used in this grant guidance:

- **Hiring** – State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA program activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- **Overtime** – These expenses are limited to the additional costs which result from personnel working over and above 40 hours of weekly work time as a direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-related Overtime** – Also called “Overtime as Backfill,” these expenses are limited to overtime costs which result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- **Supplanting** – Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

#### ***Construction and Renovation (SHSP, UASI)***

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Use of HSGP funds for construction is generally prohibited except as outlined below. Such construction shall be strictly limited and allowable only when it is a necessary component of a security system at critical infrastructure facilities. OPSG, CCP, and MMRS funds may not be used for any type of construction. Project construction not exceeding \$1,000,000 is allowable as deemed necessary.

The following types of projects are considered to constitute construction or renovation and must be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- Construction and renovation of guard facilities which are intended to provide enhanced security at grantee-designated critical infrastructure sites
- Renovation of and modifications, including the installation of security and communication equipment, to buildings and structures that are 50 years old or older

- Any other construction or renovation efforts that change or expand the footprint of a facility or structure, including security enhancements to improve perimeter security
- Physical security enhancements including, but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates, and related security enhancements

***In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Department of Homeland Security Appropriations Act, 2010 (Public Law 111-83), communications towers are not subject to the \$1,000,000 construction cap.***

In order to draw down funds for construction and renovation costs under HSGP, grantees must provide to FEMA:

- A description of the asset or facility; asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal EHP requirements

For more information on FEMA's EHP requirements, SAAs should refer to FEMA's Information Bulletin #329, *Environmental Planning and Historic Preservation Requirements for Grants*, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>. Additional information and resources can also be found at <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.

**Law Enforcement Terrorism Prevention-Oriented Allowable Costs (SHSP, UASI)**

Sections 2006 and 2008 of the *Homeland Security Act of 2002*, as amended by the 9/11 Act, includes, but is not limited to, the following allowable activities:

- Overtime expenses consistent with a State Homeland Security Plan, including enhanced operations in support of Federal agencies, border security, and border crossing enforcement
- Establishing, enhancing, and staffing State and Major Urban Area fusion centers

- Paying salaries and benefits for personnel to serve as qualified intelligence analysts
- Information sharing and analysis
- Target hardening
- Threat recognition
- Terrorist interdiction
- Subject to the limitations on organization and personnel costs outlined above, overtime expenses consistent with a State Homeland Security Plan, including for the provision of enhanced law enforcement operations in support of Federal agencies, for increased border security, and border crossing enforcement
- Subject to the limitations on organization and personnel costs outlined above, establishing, enhancing, and staffing State and Major Urban Area fusion centers with appropriately qualified personnel
- Subject to the limitations on organization and personnel costs outlined above, paying salaries and benefits for personnel, including individuals employed by the grant recipient on the date of the relevant grant application, to serve as qualified intelligence analysts
- Any other terrorism prevention activity authorized by the Administrator, pursuant to authority(ies) provided by Congress directly or delegated to the Administrator by the Secretary

### ***OPSG Allowable Costs***

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The intent of OPSG is to focus on operational aspects of enhancing coordination between Federal, State, local, tribal, and territorial law enforcement agencies to increase the security of the U.S. Borders. While equipment is an allowable expense, the FY 2010 OPSG is not intended to be an equipment-centric grant.

- **Operational Overtime.** Operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. Per the *PRICE of Homeland Security Act* (Public Law 110-412), all grantees are allowed to utilize up to 50 percent of their FY 2010 OPSG funding for personnel related costs, which include overtime activities. At the request of a grant recipient, the FEMA Administrator may waive the 50 percent personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. A formal FY 2010 OPSG personnel waiver request should:
  - Be requested on official letterhead, include a written justification, and be signed by the authorized representative of the SAA
  - Include a budget and method of calculation of personnel costs both in percentage of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity
  - Include an approved Operations Order from the CBP/BP Sector office which supports the SAA's written justification

- Be forwarded electronically by the SAA to FEMA GPD Program Analyst
- **Part Time Personnel.** FY 2010 OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to full time status.
- **Travel, Per Diem, and Lodging.** Travel and per diem costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, costs to support up to six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities (travel costs must be in accordance with applicable travel regulations).
- **Vehicle and Equipment Rentals**
- **Vehicle/Equipment Maintenance**
- **Fuel Cost and/or Mileage Reimbursement.** The reimbursement cap for operational activities is removed under FY 2010 OPSG.
- **Activate Reserve State, local, tribal, and territorial law enforcement personnel.** Supporting a request to the Governor to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of State law enforcement to increase or augment specialized/technical law enforcement elements operational activities.
- **Backfill.** Costs associated with backfill for personnel supporting operational activities.
- **Law Enforcement Readiness.** Use of FY 2010 OPSG funds may be used to increase operational, material, and technological readiness of State, local, tribal, and territorial law enforcement agencies.

**OPSG Unallowable Costs.** OPSG unallowable costs include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. The FY 2010 OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is also unallowable. FY 2010 OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and Federal law enforcement agencies. In addition, no HSGP M&A funds may be used to support FY 2010 OPSG. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should contact their FEMA Headquarters Program Analyst at (800) 368-6498 for guidance and clarification.

**Other Allowable Costs – Maintenance and Sustainment**

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Grantees are reminded to be sensitive to supplanting issues. Maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees previously purchased with State and or local funds cannot be

replaced with Federal grant funding. Routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, grounds, and facility maintenance, etc.) is the responsibility of the grantee and may not be funded with preparedness grant funding.

- **Maintenance Contracts and Warranties.** To increase the useful life of the equipment, maintenance contracts and warranties may be purchased using grant funding from one fiscal year to cover equipment purchased with funding from a different fiscal year. The use of grant funding for the purchase of maintenance contracts and warranties must meet the following conditions:
  - Maintenance contracts and warranties may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, maintenance contracts and warranties must be purchased using funds from the same grant program used to purchase the original equipment
  - The term of the maintenance contract or warranty shall not exceed the period of performance of the grant to which the contract is being charged
  - Equipment provided to States and local jurisdictions by the Commercial Equipment Direct Assistance Program (CEDAP) is also eligible for support through maintenance contracts and warranties since CEDAP is a one-time equipment grant program and not a recurring grant (SHSP and UASI programs only)
  - Equipment and support provided directly to States and local jurisdictions by any DHS component is also eligible for support through maintenance contracts or warranties once funding for those programs has ended. This includes the Domestic Nuclear Detection Office's (DNDO) limited duration programs such as the Southeast Transportation Pilot (SETCP), West Coast Maritime Pilot (WCMP), and Securing the Cities (STC) (SHSP and UASI programs only)
  
- **Repair and Replacement Costs.** The cost of repair and replacement parts for equipment purchased using FEMA preparedness grant funding is an allowable expense.
  - Repair and replacement parts may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, repair and replacement parts must be purchased using the same grant program used to purchase the original equipment
  - Repair and replacement parts for equipment provided to States and local jurisdictions by CEDAP are also eligible for support since CEDAP is a one-time equipment grant program and not a recurring grant (SHSP and UASI programs only)
  - Repair and replacement parts for equipment provided directly to States and local jurisdictions by any DHS component are also eligible for support once funding for those programs has ended. This includes the DNDO's limited duration programs such as the SETCP, WCMP, and STC (SHSP and UASI programs only)

- **Upgrades.** FEMA preparedness grant funding may be used to upgrade previously purchased allowable equipment. For example, if the grantee purchased risk management software with HSGP funds in FY 2005 and would like to use FY 2009 grant funding to upgrade the software, this is allowable.
  - Upgrades may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, upgrades must be purchased using the same grant program used to purchase the original equipment
  - Upgrades for equipment provided to States and local jurisdictions by CEDAP are also eligible for support since CEDAP is a one-time equipment grant program and not a recurring grant (SHSP and UASI programs only)
  - Upgrades for equipment provided directly to States and local jurisdictions by any DHS component are also eligible for support once funding for those programs has ended. This includes the DNDO's limited duration programs such as the SETCP, WCMP, and STC (SHSP and UASI programs only)
  
- **User fees.** User fees are viewed as costs for specific services required to maintain and provide continued operation of equipment or systems. An example would be the recurring service fees associated with handheld radios or mobile data computers.
  - User fees may only be paid for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, user fees must be paid for using the same grant program used to purchase the original equipment. The service time purchased shall not exceed the period of performance of the grant to which the user fee is being charged
  - User fees for equipment provided to States and local jurisdictions by CEDAP are also eligible for support since CEDAP is a one-time equipment grant program and not a recurring grant (SHSP and UASI programs only)
  - User fees for equipment provided directly to States and local jurisdictions by any DHS component also eligible for support once funding for those programs has ended. This includes the DNDO's limited duration programs such as the SETCP, WCMP, and STC (SHSP and UASI programs only)
  - Requests for maintenance, repair or replacement costs, upgrades or user fees for equipment purchased with funds from FEMA preparedness grants that no longer exist (e.g., Law Enforcement Terrorism Prevention Program [LETPP]) are allowable. Sufficient documentation should be maintained to identify the original grant used to purchase the equipment (SHSP and UASI programs only)
  
- **Implementation.** Planned or actual expenditures for maintenance contracts and warranties, repair and replacement costs, upgrades, and user fees must be reflected in the Initial Strategy Implementation Plan (ISIP) or Biannual Strategy Implementation Report (BSIR).

Grantees must comply with all the requirements in 44 CFR Part 13 and 2 CFR Part 215.

### ***Other Allowable Costs - Secure Identification (SHSP)***

In addition to the expenditures outlined above, SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards. More information on the WHTI may be found at

[http://www.dhs.gov/files/programs/qc\\_1200693579776.shtm](http://www.dhs.gov/files/programs/qc_1200693579776.shtm) or  
[http://www.getyouhome.gov/html/eng\\_map.html](http://www.getyouhome.gov/html/eng_map.html).

### ***Other Secure Identification Initiatives***

SHSP funds may also be used to support the Department's additional efforts to enhance secure identification. Activities that facilitate secure identification, including IT enhancements for identification management and verification systems, are a priority. DHS is currently developing and implementing a number of high profile screening programs in which secure identification credentials figure prominently. These include the Driver's License Security Grant Program (DLSGP) which aims to enhance the security, integrity, and protection of licensing and identification systems across the country; the Transportation Worker Identification Credential (TWIC) program which promotes tamper-resistant biometric credentials for workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities, and all credentialed merchant mariners; and the credentialing of first responders which entails enhancing real-time electronic authentication of identity and attribute(s) (qualification, certification, authorization, and/or privilege) of emergency response/critical government personnel responding to terrorist attacks or other catastrophic events.

DLSGP specific allowable activities include: planning activities related to DLSGP compliance, related personal identification verification systems enhancements, personnel and management costs related to DLSGP compliance activities, and acquisitions for hardware and software related to ensuring compatibility with DLSGP technologies.

With respect to TWIC, specific allowable activities include: projects that involve new installations or upgrades to access control and identity management systems that exhibit compliance with TWIC standards and program specifications.

As to credentialing of first responders, specific allowable activities include: development of standards-based technologies, policies, protocols, and practices for portable and functional solutions to first responder identification and verification issues.

*Note: Secure identification projects requested and funded under SHSP must directly support SHSP mission goals and cannot supplant projects/activities funded under other grant programs (e.g., DLSGP).*

### **F. Other Submission Requirements**

Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this program. Federal employees may not receive funds under this award.



## Exhibit G

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Part VIII, Other Information - HSGP Allowable  
Costs, HSGP Allowable Expenses, Allowable  
Planning, Training, and Exercise Examples  
Specific to Law Enforcement Terrorism  
Prevention-oriented Activities

**PART VIII.**  
**OTHER INFORMATION**  
**Section A - HSGP Allowable Costs**

**FY 2010 Allowable Cost Matrix**

Allowable Program Activities Current as of FY 2010 Programs*	FEMA					
See the respective program guidance for additional details and/or requirements  *As of Publication	HSGP					
	SHSP	UASI	OPSG	MMRS	CCP	LETPA
<b>Allowable Planning Costs</b>						
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities						
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives						
Developing related terrorism prevention activities						
Developing and enhancing plans and protocols						
Developing or conducting assessments						
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)						
Conferences to facilitate planning activities						
Materials required to conduct planning activities						
Travel/per diem related to planning activities						
Overtime and backfill costs (in accordance with operational Cost Guidance)						
Other project areas with prior approval from FEMA						
Issuance of WHTI-compliant tribal identification cards						
<b>Allowable Organizational Activities</b>						
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)						
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)						
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)						
<b>Allowable Equipment Categories</b>						
Personal Protective Equipment						
Explosive Device Mitigation and Remediation Equipment						
CBRNE Operational Search and Rescue Equipment						
Information Technology						

Allowable Program Activities		FEMA					
Current as of FY 2010 Programs*		HSGP					
See the respective program guidance for additional details and/or requirements		SHSP	UASI	OPSG	MMRS	CCP	LETPA
*As of Publication							
Cyber Security Enhancement Equipment							
Interoperable Communications Equipment							
Detection							
Decontamination							
Medical							
Power							
CBRNE Reference Materials							
CBRNE Incident Response Vehicles							
Terrorism Incident Prevention Equipment							
Physical Security Enhancement Equipment							
Inspection and Screening Systems							
Agriculture Terrorism Prevention, Response, and Mitigation Equipment							
CBRNE Prevention and Response Watercraft							
CBRNE Aviation Equipment							
CBRNE Logistical Support Equipment							
Intervention Equipment							
Other Authorized Equipment							
<b>Allowable Training Costs</b>							
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes							
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training							
Training workshops and conferences							
Full- or part-time staff or contractors/consultants							
Travel							
Supplies							
Tuition for higher education							
Other items							
<b>Allowable Exercise Related Costs</b>							
Design, Develop, Conduct, and Evaluate an Exercise							
Exercise planning workshop							
Full- or part-time staff or contractors/consultants							
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises							
Implementation of HSEEP							
Travel							
Supplies							

Allowable Program Activities- Current as of FY 2010 Programs*		FEMA	HSGP	MMRS	CCP	LETPA
See the respective program guidance for additional details and/or requirements						
*As of Publication		SHSP	UASI	OPSG		
Other items						
<b>Allowable Management &amp; Administrative Costs</b>						
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements						
Development of operating plans for information collection and processing necessary to respond to FEMA data calls						
Overtime and backfill costs						
Travel						
Meeting related expenses						
Authorized office equipment						
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program						
Leasing or renting of space for newly hired personnel during the period of performance of the grant program						

## Section B - HSGP Allowable Expenses

### Overview

The following provides guidance on allowable costs within planning, equipment, training, and exercise activities.

### Planning Activities Information

The *FY 2010 HSGP Guidance and Application Kit* defines five broad categories of allowable planning costs. Following are examples for each of the categories. As noted on page seven, an emphasis of this year's grant is to enhance and expand capabilities through partnerships. A specific emphasis should be placed on the preparedness of child congregate care systems, providers and facilities, and especially school districts and child/day care. Additional examples are group residential facilities operated by State and local child welfare authorities, and juvenile detention facilities.

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities
- Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:
  - Implementing the *National Preparedness Guidelines*
  - Pre-event recovery planning
  - Implementing the *National Infrastructure Protection Plan* and associated Sector Specific Plans
  - Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan (NECP)*
  - Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
  - Modifying existing incident management and EOPs to ensure proper alignment with the NRF coordinating structures, processes, and protocols
  - Establishing or enhancing mutual aid agreements
  - Developing communications and interoperability protocols and solutions
  - Conducting local, regional, and tribal program implementation meetings
  - Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
  - Designing State and local geospatial data systems

- Conducting public education and outreach campaigns, including promoting individual, family, and business emergency preparedness; alerts and warnings education; and evacuation plans as well as CBRNE prevention awareness
  - Preparing materials for State Preparedness Reports (SPRs)
  - WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards
- Developing related terrorism prevention activities including:
    - Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
    - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
    - Developing and planning for information/intelligence sharing groups
    - Hiring contractors and consultants to make recommendations on the development of capabilities at State and Major Urban Area fusion centers; such centers should be designed in support of the analytic and other baseline capabilities as outlined in the Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*
    - Integrating and coordinating public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events
    - Integrating and coordinating private sector participation with fusion center activities
    - Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
    - Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
    - Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
    - Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils
    - Citizen Corps volunteer programs and other activities to strengthen citizen participation
    - Conducting public education campaigns including promoting individual, family, and business emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
    - Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites

- o CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
  - o Multi-Jurisdiction Bombing Prevention Plans (MJBPP)<sup>8</sup>
  - o Underwater Terrorist Protection Plans
- Developing and enhancing plans and protocols, including but not limited to:
    - o Developing or enhancing EOPs and operating procedures
    - o Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
    - o Activities associated with a conversion from wideband to narrowband voice channels
    - o Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
    - o Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
    - o Developing terrorism prevention/protection plans
    - o Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
    - o Developing plans for mass evacuation and pre-positioning equipment
    - o Developing or enhancing border security plans
    - o Developing or enhancing cyber security plans
    - o Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
    - o Developing or enhancing cyber risk mitigation plans
    - o Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
    - o Developing public/private sector partnership emergency response, assessment, and resource sharing plans
    - o Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of victims
    - o Developing or updating local or regional communications plans
    - o Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
    - o Developing or enhancing continuity of operations and continuity of government plans

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<sup>8</sup> The SAA should examine current bombing prevention and explosive device response capabilities as an import risk reduction activity. An explosive device recognition capability analysis can assist in determining their opportunities for increasing the capability to execute steady state and threat initiated tasks to prevent and respond to a bombing incident.

- o Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
  - o Developing plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
  - o Developing or enhancing evacuation plans
  - o Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
  - o Developing or enhancing plans to prepare for surge capacity of volunteers
  - o Developing or enhancing the State emergency medical services systems
  - o Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
  - o Developing or enhancing Bombing Prevention Plans
  - o Developing school preparedness plans
  - o Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
  - o Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for special needs populations
  - o Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
  - o Designing and developing State, local, tribal, and territorial geospatial data systems
  - o Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Developing or conducting assessments, including but not limited to:
    - o Developing pre-event recovery plans
    - o Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
    - o Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
    - o Developing border security operations plans in coordination with CBP
    - o Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
    - o Updating and refining threat matrices
    - o Conducting cyber risk and vulnerability assessments



- o Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- o Conducting Bombing Prevention Capability Analysis
- o Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- o Activities that directly support the identification of pre-designated temporary housing sites
- o Conducting community assessments, surveys, and research of vulnerabilities and resource needs, and determine citizen education and participation to meet the needs
- o Conducting Citizen Corps program assessments and evaluations, citizen preparedness surveys, volunteer impact studies, and cost/benefit analysis
- o Soft target security planning (e.g., public gatherings)
- o Participating in the FEMA Gap Analysis Program

**MMRS Planning.** The MMRS Leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State and Urban Area Homeland Security Strategies. Critical factors in planning are to ensure that MMRS jurisdictions have:

- Applicable and up to date plans for responding to mass casualty incidents caused by any hazards
- Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children and keeping families intact where possible
- Identified resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained

**CCP Planning.** Integrating non-governmental entities into the planning process is critical to achieve comprehensive community preparedness. To meet this important objective, HSGP funds may be used to support the following:

- Establishing and sustaining bodies to serve as Citizen Corps Councils
- Assuring that State and local government homeland security strategies, policies, guidance, plans, and evaluations include a greater emphasis on government/non-governmental collaboration, citizen preparedness, and volunteer participation
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Developing or reproducing accessible public education and outreach materials to: increase citizen preparedness and knowledge of protective actions (to include the national *Ready Campaign* materials); promote training,

exercise, and volunteer opportunities; and inform the public about emergency plans, evacuation routes, shelter locations, and public alerts/warnings

- All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards. For more information go to <http://www.citizencorps.gov>. In addition, all public education and outreach materials should incorporate special needs considerations, to include language, content, and method of communication
- Allowable expenditures include:
  - Media campaigns: Public Service Announcements (PSAs), camera-ready materials, website support, and newsletters
  - Outreach activities and public events: Booth displays, event backdrops or signs, displays and demonstrations, utilizing translation services, and informational materials such as brochures/flyers
  - Promotional materials: Pens/pencils, pins, patches, magnets, souvenir clothing/headwear, etc. Expenditures for promotional items must not exceed 15 percent of the total Citizen Corps Program allocation (see CCP Equipment for information on equipment caps)
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response.
  - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response. Citizen Corps funding may be used to establish, expand, or maintain volunteer programs that support disaster preparedness and/or response including but not limited to: Neighborhood Watch/USAonWatch, Community Emergency Response Teams (CERT), Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Fire Corps, Citizen Corps Affiliate Programs and Organizations, and jurisdiction specific volunteer efforts
  - Allowable expenditures include:
    - Recruiting, screening, and training volunteers (e.g., background checks)
    - Retaining, recognizing, and motivating volunteers (e.g., volunteer recognition items such as certificates or plaques)
    - Purchasing, maintaining, or subscribing to a system to track volunteers (to include identification and credentialing systems, and to track volunteer hours) and other available resources in compliance with applicable privacy laws
    - Necessary non-structural accommodations to include persons with special needs (e.g., sign language interpreters)
    - Evaluating volunteers

- Organizational activities supported with CCP funding are limited to 25 percent of the grantee's CCP funding. Organizational activities include hiring of full- or part-time staff or contractors for emergency management activities.

### ***Additional Equipment Information***

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**MMRS Equipment.** MMRS funds may be used for equipment acquisition from the MMRS equipment categories listed in the AEL. MMRS grant funds are intended to ensure an appropriate supply of pharmaceuticals and equipment, personal protective equipment, as well as detection equipment for chemical, biological, radiological, nuclear, and explosive incidents for the first crucial hours of a response to a mass casualty incident.

MMRS grant funds cannot be used to duplicate supplies already available through local and State sources, including local/regional public health offices and hospital associations, or other Federal programs.

Procurements should have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response.

Prior to procuring pharmaceuticals and equipment with MMRS grant funds, grantees must have in place an inventory management plan. The inventory management plan should avoid large periodic variations in supplies due to coinciding purchase and expiration dates. MMRS grantees are strongly encouraged to enter into rotational procurement agreements with vendors and distributors.

Purchases of pharmaceuticals have to include a budget for the disposal of expired drugs within the period of performance of the FY 2010 HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

**CCP Equipment.** States and Urban Areas are encouraged to fully leverage all HSGP resources for equipment to support volunteer personnel in preparedness and response. All allowable equipment costs are listed in the AEL, available at <https://www.rkb.us>.

Any equipment purchased with CCP funding must be used for specific preparedness or volunteer training or by volunteers in carrying out their response functions. CCP funding is intended only to be used for specific preparedness or volunteer training or by trained volunteers in carrying out their response functions. Examples of equipment used to support training and exercises for citizens include items such as burn pans or sample preparedness kits.

Expenditures for kits used in volunteer response (e.g., CERT or MRC kits / backpacks) or clothing for official identification must not exceed 30 percent of the

total Citizen Corps Program allocation. Clothing for official identification includes those items that volunteers are required to wear when engaging in public safety activities or disaster response (e.g., t-shirts for CERT members, baseball caps for Neighborhood Watch/USAonWatch Program foot patrol members).

### ***Training Information and Requirements***

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1. **Training Information Reporting System (“Web-Forms”).** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State/territory Training Point of Contact (TPOC) with the reporting of State and Federal sponsored training supported by HSGP funds. Web-Forms can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin>.
2. **Types of Training.** FEMA facilitates a number of different training sources:
  - **FEMA Provided Training.** These courses or programs are developed for and/or delivered by institutions and organizations funded directly by FEMA. This includes the Center for Domestic Preparedness (CDP), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), National Emergency Training Center (National Fire Academy and the Emergency Management Institute), and FEMA Training Partners funded through the Continuing and Competitive Training grant programs.
  - **Training Not Provided by FEMA.** These courses are either State sponsored or Federal sponsored, coordinated and approved by the SAA or their designated TPOC, and fall within the FEMA mission scope to prepare State, local, tribal, and territorial personnel to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events.
  - **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
  - **Approved State Sponsored Course Catalog.** This catalog lists State/territory sponsored courses that fall within the FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.
  - **Federal Sponsored Courses.** This catalog lists courses developed for and/or delivered by institutions funded by Federal entities other than FEMA.
  - **Approved Federal Sponsored Course Catalog.** This catalog lists Federal-sponsored courses that fall within the FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.

**FEMA Provided Training.** FEMA funds the direct delivery of a variety of courses that States, tribes, and territories can request to meet training needs. These courses are listed in the FEMA approved course catalog listed at <http://www.firstrespondertraining.gov>.

Each FEMA training partner should contact the SAA or designated TPOC for locations within the State that are appropriate for the training. When the direct delivery funds are exhausted, the training partner can continue to offer the classes to the States through one of two methods—the Voluntary Training Enhancement Program (VTEP) or the Excess Delivery Acquisition Program (EDAP).

VTEP is a voluntary program designed to increase flexibility for States and territories while enhancing FEMA's training delivery capability and complementing the current training partner pool. Funding from previous fiscal years **may** be used to support a State, territory, or Urban Area's implementation of this program. Through VTEP, the SAA has the authority to adopt various Training and Exercise Integration / Training Operations (TEI/TO) provided programs for delivery by institutions within its State and local jurisdictions, and designate institutions as recognized providers for the identified standardized curriculum.

EDAP allows a FEMA training partner to charge for a course delivery when the Federal grant that developed the program is completed or more deliveries of a requested class are needed than the grant funds can accommodate. This cost per class is approved by FEMA so that States pay for the cost of instruction only, not the curriculum development costs that were paid by FEMA training grant funds. HSGP funds can be used to pay for the delivery of these classes within a State at the request of the SAA/TPOC.

**Attending Training Not Provided by FEMA (State or Federal Sponsored Courses).** States, territories, and Urban Areas are not required to request approval from FEMA for personnel to attend training not provided by FEMA (State or Federal-sponsored courses) provided that the training is coordinated with and approved by the SAA or TPOC and falls within the FEMA mission scope and the jurisdiction's EOP and strategy of preparing State, local, tribal, and territorial personnel or citizens to prevent, protect against, respond to, and recover from acts of terrorism or catastrophic events.

States, territories, and Urban Areas are required, within 30 days after attendance, to submit information through the SAA or TPOC via Web-Forms on all training not provided by FEMA, but supported with HSGP funds. This information will consist of course title, course description, mission area, level of training, the training provider, the date of the course, the number and associated disciplines of the individuals, and the sponsoring jurisdiction. States, territories, and Urban Areas intending to use FEMA funds to support attendance at training not provided by FEMA must ensure these courses:

- Fall within the FEMA mission scope to prepare State, local, tribal, and territorial personnel to prevent, protect against, respond to, and recover from acts of terrorism and catastrophic events
- Build additional capabilities that: (a) support a specific training need identified by the State, territory, and Urban Area, and (b) comport with the State, territory, or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's *Emergency Responder Guidelines* and the *Homeland Security Guidelines for Prevention and Deterrence*
- Address specific capabilities and related tasks articulated in the September 2007 version of the TCL
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, OPSG, MMRS, CCP) for which the funding will be used
- Comport with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

In support of the continuing efforts to build common catalogs of approved training not provided by FEMA, the SAA/TPOC will be allowed three deliveries of the same course within a State/territory before the course is required to go through the FEMA State course review and approval process. Additional course deliveries will be authorized during the review period. However, if the course is disapproved as part of the process, no additional FEMA funds can be dedicated to attending the course.

**State and Federal-Sponsored Course Catalogs.** Courses approved by FEMA will be added to either the approved State Sponsored Course Catalog or the Federal Sponsored Course Catalog. Courses identified within these catalogs may be attended on an unlimited basis within any State/territory as long as the training is coordinated and approved by the SAA/TPOC. A full description of the FEMA Course Development, Review, and Approval Process, as well as the approved course catalogs, can be found at [http://www.firstrespondertraining.gov/odp\\_webforms](http://www.firstrespondertraining.gov/odp_webforms).

FEMA will respond to the initial request for review within 15 days with one of the following outcomes:

- Course concept is approved as consistent with the State plan and the State should submit the full course package for subject matter expert review and comment.
- Course concept is disapproved as inconsistent with State plan, FEMA guidance, or is exactly the same as another course in the catalog (no need for another approval, refer to the curriculum already developed and approved).

At any time, the SAA/TPOC (for State-sponsored courses) or the Federal Agency POC (for Federal sponsored courses) may request the addition of a course to the corresponding approved catalog by submitting the associated Web-Form (i.e., Request for Addition to the Approved State-Sponsored Catalog) for review. If a class on the same subject is already in the catalog, the submitting State should provide documentation as to why the course is unique, after contacting the owner(s) of the other

courses to review the curriculum. This step is required to avoid unnecessary duplication of similar courses in the catalog, allow States to share course development costs, permit all States to have access to new or unique courses developed by other providers, and allow States to direct their training dollars to delivery rather than development. If it is determined that the proposed course meets the above listed criteria, the providing entity (SAATPOC or Federal Agency POC) will be invited to submit the Course Review and Approval Request Form along with all supporting training materials.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the FEMA Strategy for Blended Learning and access the Responder Training Development Center (RTDC) available at <http://www.firstrespondertraining.gov/rtdc/state/>.

FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose. FEMA will conduct periodic reviews of all State, territory, and Urban Area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

States and territories are required to conduct an Improvement Plan Workshop and Training and Exercise Plan Workshop to identify best practices, capability gaps, key priorities, and major events over a multi-year time frame and to align training and exercises in support of those priorities. A Multi-year Training and Exercise Plan will be produced from the Training and Exercise Plan Workshop to include the State's training and exercise priorities, associated training and exercise capabilities, and a multi-year training and exercise schedule. Further guidance concerning the Multi-year Training and Exercise Plan can be found in the Exercises discussion immediately following.

**CCP Training.** Training funded through the CCP includes but is not limited to: all-hazards safety such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, community relations, volunteer management, serving people with disabilities, pet care preparedness, any training necessary to participate in volunteer activities, any training necessary to fulfill surge capacity roles, or other training that promotes individual, family, or community safety and preparedness. There is no cap on the number of deliveries State or local jurisdictions may conduct of non-responder community-based training workshops, seminars, demonstrations, or conferences. Examples include: CPR/AED training, identity theft workshops, terrorism awareness seminars, chain-saw safety demonstrations, and community preparedness conferences.

Funding for CERT training includes the delivery of the CERT Basic Training Course, supplemental training for CERT members who have completed the basic training, and the CERT Train-the-Trainer training. Any CERT Basic training conducted by State or local entities must: 1) include the topics covered in the FEMA CERT Basic Training Course; 2) be instructor-led; and 3) classroom-based, using lecture, demonstration, and hands-on practice throughout. Note that the Independent Study course, "Introduction to CERT" (IS 317) must not be substituted for classroom delivery of CERT Basic Training. There is no cap on the number of deliveries State or local jurisdictions may conduct of the CERT Basic Training, the CERT Train-the-Trainer, Campus CERT Train-the-Trainer, or Teen CERT Train-the-Trainer courses, or supplemental/advanced training for CERT program participants.

Any training supported with these CCP funds should be delivered with specific consideration to include all ages, ethnic and cultural groups, persons with disabilities, and special needs populations at venues throughout the community, to include schools, neighborhoods, places of worship, the private sector, non-governmental organizations, and government locations. Expenditures to provide necessary non-structural accommodations for persons with special needs is allowable (e.g., sign language interpreters). Jurisdictions are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

Instruction for trainers and training to support the Citizen Corps Council members in their efforts to manage and coordinate the Citizen Corps mission is also an allowable use of the FY 2010 CCP funding.

#### ***Allowable Training Costs***

Allowable training-related costs include, but are not limited to, the following:

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.
- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.



- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation as specified in section E.6. In no case is dual compensation allowable (see above).
- **Certification/Recertification of Instructors** – States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin #193, issued October 20, 2005.

### ***Exercise Requirements***

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1. **Training and Exercise Plan Workshop.** States and Urban Areas are required to conduct an annual Improvement Plan Workshop (IPW) and a Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops and submitted to the State's respective Exercise Manager and Program Analyst. This plan must be updated annually.

The Training and Exercise Plan will include the State's prioritized capabilities and a multi-year training and exercise schedule that supports the identified capabilities. The Plan, inclusive of the training and exercise schedule, must be submitted within 90 days of the workshop. All scheduled training and exercises must be entered in the National Exercise Schedule (NEXS), located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>. An IPW and TEPW user guide and a template of the Multi-Year Training and Exercise Plan can be found on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of exercise activity during the period of this grant. States and Urban Areas are encouraged to use exercises as an opportunity to meet the requirements of multiple exercise programs. To this end, grantees are encouraged to invite representatives/planners involved with other Federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

2. **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP, UASI, MMRS, and CCP exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural

or technological disasters. Exercise scenarios must be catastrophic in scope and size as defined by the *National Response Framework*.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations. Exercise scenarios should also be based on the Multi-year Training and Exercise Plan.

- 3. Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) they are approved to participate in a Tier I or Tier II exercise as approved by the National Exercise Program (NEP) Executive Steering Committee per the NEP Implementation Plan. They should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.
- 4. Exercise Evaluation.** All exercises will be capabilities and performance-based and evaluated using Exercise Evaluation Guides (EEGs) found on the HSEEP website at <https://hseep.dhs.gov>. An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format, should capture objective data pertaining to exercise conduct, and must be developed based on information gathered through EEGs found in HSEEP. All applicants are encouraged to use the Lessons Learned Information Sharing System as a source for lessons learned and to exchange best practices.
- 5. Self-Sustaining Exercise Programs.** States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- 6. Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental

organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) and other partner agencies.

**MMRS Exercises.** The scenarios used in MMRS exercises should focus on incidents that would be catastrophic to the grant implementer's community and/or have national impact caused by any hazard. Grantees are encouraged to use scenarios with a focus on medical issues related to preparedness and response. Scenarios should test appropriate Target Capabilities that support the MMRS mission.

Citizen participation in exercises is strongly encouraged and should be coordinated with the local Medical Reserve Corps and Citizen Corps Council. Volunteer roles and responsibilities include, but are not limited to, backfilling non-professional tasks for first responders deployed on exercise planning and implementation, providing simulated victims, media, and members of the public, supporting surge capacity functions, and participating in the after-action review.

MMRS jurisdictions, in coordination with regional, Urban Area, and State exercises, and public health officials (e.g., EMS), are expected to schedule, design, conduct, and evaluate mass casualty exercises that are in compliance with both FEMA and CDC Public Health Emergency Preparedness Cooperative Agreement Exercise requirements and guidance.

**CCP Exercises.** Exercises specifically designed for or that include participation from non-governmental entities and the general public are allowable activities and may include testing public warning systems, evacuation/shelter in-place capabilities, family/school/business preparedness, and participating in table-top or full scale emergency responder exercises at the local, State, tribal, territorial, or national level, to include the National Level Exercises (formally known as Top Officials Exercise [TQPOFF]).

#### ***Allowable Exercise Costs***

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government facilities to conduct meetings and conferences whenever possible.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 15 percent of the total allocation. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) – whichever is more stringent – must be followed. In no case is dual compensation allowable.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- **Other Items** – These costs include the rental of equipment (e.g., portable toilets, tents), food, gasoline, exercise signs, badges, etc.

***Unauthorized Exercise Costs***

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

# Section C – Allowable Planning, Training, and Exercise Examples Specific to Law Enforcement Terrorism Prevention-oriented Activities

## *Planning Activity Examples*

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### Establishment / Enhancement of Fusion Centers

- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for the fusion center
- Developing and planning for information/intelligence sharing groups
- Hiring contractors and consultants to make recommendations on the development of capabilities at State and Major Urban Area fusion centers; such centers should be designed in support of the analytic and other baseline capabilities as outlined in the Global Justice Information Sharing Initiative's (Global) *Baseline Capabilities for State and Major Urban Area Fusion Centers*

### Other Allowable Planning Activity Examples

- Developing mass evacuation plans
- Conducting point vulnerability analyses and assessments
- Soft target security planning (e.g., public gatherings)
- Developing border security operations plans in coordination with CBP
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Integrating and coordinating private sector participation with fusion center activities
- Developing and implementing civil rights, civil liberties and privacy policies, procedures, and protocols
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Designing and developing State and local geospatial data systems
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements; including implementing the NIMS National Credentialing Framework
- Integrating and coordinating private sector participation with fusion center activities

### ***Training Activity Examples***

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Law enforcement terrorism prevention protection-oriented funds may be used for a range of law enforcement terrorism prevention related training activities to enhance the capabilities of State and local personnel, including the following:

**Establishment / Enhancement of Fusion Centers.** Grant funds may be used to support intelligence analyst training in the following manners:

- **Participation in DHS approved intelligence analyst training:** States wishing to develop or sponsor intelligence analyst courses for a national audience should submit courses to FEMA for review and approval in accordance with the process outlined in Parts VI and VII of this guidance document. The list of approved courses will be constantly updated and can be accessed in the FEMA catalog at [http://www.firstrespondertraining.gov/odp\\_webforms](http://www.firstrespondertraining.gov/odp_webforms).
- **Limited participation in non-FEMA approved intelligence analyst training:** States may send students to attend non-approved intelligence analysis courses for up to three offerings in accordance with the training process outlined in Parts VI and VII of this guidance document.

A certificate of completion of all intelligence analyst training must be on file with the SAA and must be made available to Program Analysts upon request upon the hiring of personnel.

Funds utilized to establish or enhance designated State and Major Urban Area 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 and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.

### ***Additional Allowable Training Activities***

Allowable costs include training courses that focus on:

- Building information sharing capacities (especially among law enforcement, non-law enforcement, other government agencies, and the private sector)
- Methods of target hardening
- Facility law enforcement security personnel, to include facilities, vessels, and ports
- CBRNE, agriculture, and cyber threats
- History of terrorism and social environments contributing to threats
- Surveillance and counter-surveillance techniques
- Privacy, civil rights, and civil liberties regulations, policies, procedures, and protocols

- Critical Infrastructure Protection training, to include identifying/assessing critical infrastructure assets, vulnerabilities, and threats
- Cyber/agriculture/food security threats recognition and protective measures training
- Cultural awareness training for community engagement activities and undercover operations related to terrorist organizations
- Languages such as Arabic, Urdu, or Farsi which are spoken by known terrorists and terrorist organizations
- Joint training with other homeland security entities (e.g., U.S. Secret Service, CBP)
- Using interoperable communications equipment
- Collection, analysis, mapping, integration, and dissemination of geospatial data and imagery
- Geospatial database use, design, development, and management training
- Volunteer participation to support law enforcement and community policing activities related to increased citizen awareness of terrorism activities, to include the Volunteers in Police Service and Neighborhood Watch programs

#### ***Exercise Activity Examples***

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Law enforcement terrorism prevention protection-oriented funds may be used to design, develop, conduct, and evaluate terrorism prevention-related exercises, including the following:

- Exercises to evaluate the effectiveness of information sharing plans, policies, procedures, and protocols
- Exercises to evaluate NIMS implementation. This includes costs associated with exercising components of the NIMS National Credentialing Framework
- Exercises to evaluate facility and/or vessel security protection
- Exercises to evaluate area maritime security protection
- Exercises to evaluate threat recognition capabilities
- Exercises to evaluate cyber security capabilities
- Exercises to evaluate agricultural/food security capabilities
- Exercises to evaluate prevention readiness and techniques
- “Red Team” (force on force) exercises
- Interoperable communications exercises
- Critical infrastructure vulnerability, protection, and/or attack exercises

Where practical, these exercises should involve the public sector, non-governmental partners, trained citizen volunteers, and the general public. State and local governments should work with their Citizen Corps Councils to include volunteers from programs such as Volunteers in Police Service, Neighborhood Watch, and the general public.

## Exhibit H

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Intentionally Omitted



# Exhibit I

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## Equipment Ledger



# Exhibit J

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## Training Roster



# Exhibit K

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## Exercise Roster



# Exhibit L

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## Planning Roster





# Exhibit M

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## Modification Request Form

## Los Angeles/Long Beach UASI Grant Modification Request Form

Please complete this modification form with detail and accuracy. Forms will not be processed without correct the line number(s) identified. Modification request is not guaranteed and is at the discretion of the Grant Administrator, the State, and Federal Government. For Equipment, Training, and Exercise modifications, please include the modified ledgers; for Planning modifications, please attach a description of the final deliverable. Once complete, send to your Grant Specialist at:  
LA Mayor's Office of Homeland Security & Public Safety | 200 N. Spring St., Rm. M175 | Los Angeles, CA 90012.

Basic Information:			
Jurisdiction	Agency/Department	Name of Representative	Today's Date
Email Address	Phone Number	Representative Signature or Email Confirmation	
		x	

UASI Year	Reason for Modification

Modified From:				
Line #	Project Name	Solution	Solution Area Sub-Category	
		Discipline	Total Obligated Before Modification	Total Obligated After Modification
				Amount Modified
				\$ -
Line #	Project Name	Solution	Solution Area Sub-Category	
		Discipline	Total Obligated Before Modification	Total Obligated After Modification
				Amount Modified
				\$ -
Line #	Project Name	Solution	Solution Area Sub-Category	
		Discipline	Total Obligated Before Modification	Total Obligated After Modification
				Amount Modified
				\$ -
<b>Amount Modified SUM:</b>				<b>\$ -</b>

Modified To:				
Line #	Project Name	Solution	Solution Area Sub-Category	
		Discipline	Total Obligated Before Modification	Total Obligated After Modification
				Amount Modified
				\$ -
Line #	Project Name	Solution	Solution Area Sub-Category	
		Discipline	Total Obligated Before Modification	Total Obligated After Modification
				Amount Modified
				\$ -
Line #	Project Name	Solution	Solution Area Sub-Category	
		Discipline	Total Obligated Before Modification	Total Obligated After Modification
				Amount Modified
				\$ -
<b>Amount Modified SUM:</b>				<b>\$ -</b>

HSPS Use Only:		
Date Received by HSPS	Date Approved	Notes

Exhibit N

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Sole Source Request Form

**CALIFORNIA EMERGENCY MANAGEMENT AGENCY**

**Homeland Security Grant Program** (please check):

- UASI FY 07, Grant #: 2007-0008, CalEMA ID #: 037-95050**
- UASI FY 08, Grant #: 2008-0006, CalEMA ID #: 037-95050**
- UASI FY 09, Grant #: 2009-0019, CalEMA ID #: 037-95050**

**Subgrantee name:** Los Angeles/Long Beach Urban Area

**Jurisdiction:** \_\_\_\_\_ **Agency/Department:** \_\_\_\_\_

**Project Master Line#/Sub-line#:** \_\_\_\_\_

**REQUEST FOR SOLE SOURCE PROCUREMENT AUTHORIZATION**

1. Project name: \_\_\_\_\_ Project Budget: \$ \_\_\_\_\_
2. Describe the project and/or activity that will be provided by the proposed sole source vendor/contractor.
3. Describe your organization's standard procedures when sole source contracting is considered, including the conditions under which a sole source contract is allowed, and any other applicable criteria (i.e. approval requirements, monetary thresholds, etc.).
4. Indicate which of the following circumstances resulted in your organization's need to enter into a sole source contract.
  - a. Item/service is only available from one source (Describe the process used to make that determination. Please provide details.)
  - b. A public urgency or emergency will not permit a delay resulting from competitive solicitation. According to the US Department of Homeland Security/FEMA, "Time constraints will not be considered a factor if the subgrantee has not sought competitive bids in a timely manner." (Describe the urgency or emergency. Please provide details)
  - c. After solicitation of a number of sources, competition was determined inadequate. (Describe the solicitation process that determined competition was inadequate. Please provide details, and attach any relevant supporting material, Request for Proposal, etc.)
5. Did your organization confirm that the contractor/vendor is not debarred or suspended?
6. Will your organization be able to complete all activities associated with the sole source contract by the end of the grant performance period?
7. Has your organization determined the costs are reasonable?
8. Please attach a copy of the cost benefit analysis prepared for this procurement.

Submitted by \_\_\_\_\_ Date: \_\_\_\_\_  
(Name) (Signature)

Exhibit O

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Intentionally Omitted

Exhibit P

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Reimbursement Request Form

CITY OF LOS ANGELES

URBAN AREA SECURITY INITIATIVE GRANT  
Reimbursement Request Form

Return Expenditure Requests to:

Grant Specialist  
Mayor's Office of Homeland Security and Public Safety  
200 N. Spring St., Room #M175  
Los Angeles, CA 90012  
Fax: 213.978.0718

Jurisdiction: \_\_\_\_\_

Agency/Department: \_\_\_\_\_

Expenditure Period: \_\_\_\_\_ to \_\_\_\_\_

UASI FY07   
UASI FY08

Project Letter: \_\_\_\_\_  
Master Item #: \_\_\_\_\_  
Sub-Line #: \_\_\_\_\_

Prepared By: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

Please mark this box to indicate final request for reimbursement

Type of Expenditure	Authorized Total Amount	Previously Request	Current Request	Cumulative Request	Balance
Equipment					
Exercise					
Training					
Planning					
Operational Activities					
Management & Admin					
<b>Total</b>					

*This reimbursement claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances. In addition, this claim is for cost incurred within the Grant Performance Period. Also, all supporting documentation related to these expenditures will be retained in accordance with grant guidelines.*

**Authorized Department Approval:**

**Please Remit Payment to:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone No. (extension)

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Reference No.

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
To be completed by: HSPS Accounting Department

DHS/OES Reimbursement Request By: \_\_\_\_\_ Transaction ID: \_\_\_\_\_ Date: \_\_\_\_\_

DHS/OES Reimbursement Received: \_\_\_\_\_ Cash Receipt No. \_\_\_\_\_ JV No. \_\_\_\_\_

Transfer to Depart Date: \_\_\_\_\_ JV No. \_\_\_\_\_ Invoice No. \_\_\_\_\_

\_\_\_\_\_  
HSPS #:

## Exhibit Q

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# Aviation Equipment Request Form



GOVERNOR'S OFFICE OF HOMELAND SECURITY

Aviation Equipment Request Form

Homeland Security Grant Program (please check):

- UASI FY 08**, Grant #: 2008-0006, OES ID: 037-95050
- UASI FY 09**, Grant #: 2009-0019, OES ID: 037-95050
- UASI FY 10**, Grant #: 2010-0085, OES ID: 037-95050

UASI/County Name: LA/LB

Jurisdiction/Agency: \_\_\_\_\_

Line #: \_\_\_\_\_

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

1. Indicate the type of equipment for this request

Aviation Equipment _____ Aviation Related Equipment _____
---

2. Provide a description of the area that will be served by the requested equipment.
3. Please justify the need for the aviation equipment and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the general operational costs of such aviation unit.
5. Identify the applicable goals and objectives in the State/Urban Area Homeland Security Strategy that the requested aviation equipment addresses.
6. Explain how the requested aviation equipment fits into the State/Urban Area's integrated operational plans.
7. Explain how this aviation equipment will support activities specifically related to terrorism incident prevention and response efforts.

8. Please describe how this aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft.
9. Please describe how this aviation equipment will be utilized on a regular, non-emergency basis.
10. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are (a) the responsibility of the grantee or the local units of government and (b) are not allowable under this grant.

## Exhibit R

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### Establish/Enhance EOC Request Form

**GOVERNOR'S OFFICE OF HOMELAND SECURITY**

**Request to Establish/Enhance Emergency Operations Center (EOC)**

Homeland Security Grant Program (please check):

- UASI FY 06**, Grant #: 2006-0071, OES ID: 037-95050
- UASI FY 07**, Grant #: 2007-0008, OES ID: 037-95050
- UASI FY 08**, Grant #: 2008-0006, OES ID: 037-95050

UASI/County Name: LA/LB

Jurisdiction/Agency: \_\_\_\_\_

Line #: \_\_\_\_\_

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

EOC Address/Location: \_\_\_\_\_  
Street Address, City, Zip Code

1. What type of EOC does your organization plan to establish/enhance? (Choose one of the following)

Primary EOC _____	Alternate/Back-up/Duplicate EOC _____
-------------------	---------------------------------------

2. Describe how the establishment/enhancement of an EOC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).
3. Identify anticipated costs to establish/enhance your organization's EOC.

Supplies/Equipment	Cost	AEL number
Computers		
Network Servers		
Printers		
Computer accessory devices (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Office Furniture (i.e. chairs, desks, tables, modular furniture, partitions, etc.)		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions (Explain why a regular television is unsuitable for the particular project, and explain how this item will enhance your organization's overall ability to prevent, plan, respond to and recover from a terrorism event.)		
Televisions		

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Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		
Moving Costs (Explain the circumstances under which the moving or leasing costs will be incurred.)		
GIS plotter and software		
Standardized mapping software		
Standardized emergency management software		
Fax machines		
Copy machines		
Installation of EOC items		
Miscellaneous connections for EOC items		
Leasing Costs <sup>2</sup> (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.)		
Other (must provide list/description of "other" items and costs)		
<b>TOTAL - EOC Supplies and Equipment</b>		

Other:

Prepared By: \_\_\_\_\_

Exhibit S

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Establish/Enhance JRIC Request Form

**CALIFORNIA EMERGENCY MANAGEMENT AGENCY**

Homeland Security Grant Program FY \_\_\_\_\_ Grant Number \_\_\_\_\_ OES ID# \_\_\_\_\_  
 Urban Area Security Initiative (UASI) FY \_\_\_\_\_ Grant Number \_\_\_\_\_ OES ID# \_\_\_\_\_  
 Other \_\_\_\_\_ Grant Number \_\_\_\_\_ OES ID# \_\_\_\_\_

**ESTABLISH/ENHANCE JOINT REGIONAL INTELLIGENCE CENTER (JRIC) REQUEST**

1. What type of JRIC does your organization plan to establish/enhance? (Choose one of the following)

Primary JRIC \_\_\_\_\_ Alternate/Back-up/Duplicate JRIC \_\_\_\_\_

2. Physical address of facility \_\_\_\_\_

3. Describe how the establishment/enhancement of an JRIC improves your organization's ability to prevent, plan for, respond to, and recover from a terrorism event (on a separate attachment).

\_\_\_\_\_

4. Identify all other sources and uses of additional funds assisting the project in any way.

5. Identify anticipated homeland security grant costs to establish/enhance your organization's JRIC in the table below.

Supplies/Equipment	AEL #	Cost
Computers		
Network Servers		
Printers		
Computer accessories (i.e. surge protectors, battery backups, etc.)		
Computer maintenance contracts		
Computer connections and cables (including fiber optic cabling)		
Fax machines		
Lighting Systems		
LCD projectors		
Projection/plasma/flat screens/monitors/televisions  (Explain why a regular television is unsuitable for the particular project, and explain how this item will enhance your organization's overall ability to prevent, plan, respond to and recover from a terrorism event.)		
GIS plotter and software		
Telephone systems		
Software development		
Commercial off-the-shelf (COTS) software		

Installation of JRIC items		
Miscellaneous connections for JRIC items		
Standardized mapping software		
Standardized emergency management software		
Installation of JRIC items		
Miscellaneous connections for JRIC items		
Leasing Costs <sup>2</sup> (Indicate starting and ending dates of lease and explain the circumstances under which the moving or leasing costs will be incurred.) _____ _____		
Other (must provide list/description of "other" items and costs)		
<b>TOTAL - JRIC Supplies and Equipment</b>		

6. Explanation of "other" items:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. Has your organization determined the costs are reasonable?

Submitted by \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Date: \_\_\_\_\_



# Exhibit T

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## Forma Project Timeline

## LARICS UASI 10 PROJECT TIMELINE

<u>Project/Task</u>	<u>Expenditure</u>	<u>Completion Date</u>
Motorola Design Activities – January – March 2014	\$3,000,000	03/31/14
Jacobs Engineering Project Management Activities	\$1,000,000	03/31/14
Environmental Consultant / EIR/IS/MND	\$677,000	03/31/14
Core 2 Hardware and Software	\$10,480,645	03/31/14
System on Wheels	\$1,200,000	03/31/14
Portable Radio Upgrade Kits	\$ 2,453,434	03/31/14
Installation, Optimization, Staging and Testing*	\$ 500,000	03/31/14
Performance Bond for Equipment*	\$ 95,000	03/31/14
<b>Total Approved Expenditures</b>	<b>\$19,406,079.00</b>	

\* Pending confirmation from Motorola



## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

July 10, 2014

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

Dear Directors:

### **APPROVE AMENDMENT TWO FOR ENVIRONMENTAL DOCUMENTATION SERVICES WITH ULTRASYSTEMS ENVIRONMENTAL, INC.**

#### **SUBJECT**

Board approval is requested to 1) authorize an amendment to the environmental documentation services contract with UltraSystems Environmental, Inc. (UltraSystems) increasing the Maximum Contract Sum by \$250,000; and, 2) delegate authority to the Executive Director to execute the amendment. The amendment will allow UltraSystems to expand the scope of work to continue to engage in certain environmental work to finalize the Environmental Assessment (EA), Biological Assessment (BA), and all other environmental work and activities necessary for the Authority to secure a National Environmental Protect Act (NEPA) Finding of No Significant Impact (FONSI) for the Authority's Long Term Evolution (LTE) Project. The amendment will also allow UltraSystems to continue to work with the Authority to satisfactorily conclude the National Historic Preservation Act (NHPA) Section 106 consultation process with California State Historic Preservation Office (CA SHPO), and the Endangered Species Act (ESA) Section 7 informal consultation process with U.S. Fish and Wildlife Service (USFWS) meeting the United States Department of Commerce, National Telecommunications and Information Administration (NTIA) requirements.

#### **RECOMMENDED ACTION**

It is recommended that your Board:

1. Approve an increase to the Maximum Contract Sum in a not to exceed amount of \$250,000, which will increase the Maximum Contract Sum amount from \$3,007,579 to \$3,257,579; and,
2. Delegate authority to the Executive Director to finalize and execute Amendment Two with UltraSystems, in substantially similar form to Attachment A.

#### **BACKGROUND**

On January 5, 2012, your Board authorized the Executive Director to execute the contract with UltraSystems for environmental documentation preparation services.

On May 16, 2013, your Board authorized the Executive Director to execute Amendment One to the UltraSystems contract which increased the Maximum Contract Sum by \$1,031,396 in order to include specialized field surveys for both the Land Mobile Radio (LMR) Project and the LTE Project, as well as the option to complete an Environmental Impact Report (EIR) for the LMR Project, if needed.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to increase the level of effort under the UltraSystems contract in order to engage UltraSystems to perform certain environmental work to finalize the EA, BA, and all other environmental work and activities necessary for the Authority to secure a FONSI for the Authority's LTE Project from NTIA. A FONSI is required before NTIA would authorize expenditure of grant funding for site construction related activities for the LTE Project.

As your Board is aware, the LTE Project schedule is very aggressive due to the pending Broadband Technology Opportunities Program (BTOP) grant spending deadline of September 30, 2015. In order to meet this aggressive deadline, and satisfy requests for additional research, surveys, analysis and documentation from the federal grantor, the Authority is seeking to expand the scope of work and increase to the UltraSystems contract to successfully complete the NEPA process, the NHPA Section 106 and ESA Section 7 processes and secure a FONSI which is required before grant fund can be expended to commence site construction. The UltraSystems team is already working very closely with the Authority, its consultants, and the necessary governmental entities to complete all required environmental compliance review and documentation. However, the originally budgeted contract sum did not account for the expanded research, surveys, analysis and documentation as required by NTIA and CA SHPO to complete the environmental assessment and documentation, including the significant number of historic resources that were identified post contract award.

**FISCAL IMPACT/FINANCING**

The work to be performed under Amendment Two is fully reimbursable under the BTOP grant awarded by the Department of Commerce's National Telecommunications and Information Administration, except for the required 10 percent cash match.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

**CONCLUSION**

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute a contract amendment with UltraSystems, substantially similar to the attached form, to incorporate revisions contemplated in the recommended action.

Respectfully submitted,



PATRICK J. MALLON  
LA-RICS EXECUTIVE DIRECTOR

PJM:ja

c: Counsel to the Authority

Attachment

**AMENDMENT NUMBER TWO**  
**TO AGREEMENT FOR CONSULTANT SERVICES**

This Amendment Number Two (together with all exhibits, attachments, and schedules hereto, "Amendment No. 2") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and UltraSystems Environmental, Inc. ("Consultant"), effective as of July \_\_\_\_\_, 2014, based on the following recitals:

**Recitals**

Authority and Consultant have entered into that certain Agreement for Consultant Services to provide Environmental Documentation Services, dated as of January 9, 2012 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective May 16, 2013, to (a) engage the Consultant to perform certain specialized work, as described in the Scope of Work, which was not previously contemplated and constituted new scope, and (b) increased the maximum contract sum by \$1,031,396 for a total not to exceed maximum contract sum of \$3,007,579.

Authority and Consultant desire to further amend the Agreement to (a) allow for the completion of work related to the Environmental Assessment ("EA"), Biological Assessment ("BA"), and all other environmental work and activities necessary for the Authority to secure a National Environmental Protect Act ("NEPA") Finding of No Significant Impact ("FONSI") for the Authority's Long Term Evolution ("LTE") Project, as well as conclude the National Historic Preservation Act ("NHPA") Section 106 consultation with California State Historic Preservation Office ("CA SHPO"), and the Endangered Species Act ("ESA") Section 7 informal consultation with U.S. Fish and Wildlife Service ("USFWS"); and (b) increase the maximum contract sum by \$250,000 for a total not to exceed maximum contract sum of \$3,257,579.

This Amendment No. 2 is authorized under Section 40.2 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 2, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 2 refer to sections of the body of the Agreement, as amended by this Amendment No. 2.

2. Section 3 (Consideration) of the Agreement is deleted in its entirety and replaced with the following:

3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by the Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not to exceed a of Three Million, Two Hundred Fifty-Seven Thousand, Five Hundred Seventy-Nine Dollars (\$3,237,579).

3. Attachment A (Scope of Work) to the Agreement is amended to include the following Subtask 3.1.2 – Prepare Final Draft EA and Resource Management Agency Consultation for NTIA Acceptance, which is incorporated herein by this reference:

**3.1.2 – Prepare Final Draft EA and Resource Management Agency Consultation for NTIA Acceptance**

**Historical Resource Documentation:** Field survey, documentation, analysis, and effects determination of approximately 260 additional historic resources and properties identified by City of Los Angeles, Office of Historic Resources from the SurveyLA project for the NHPA Section 106 consultation with the California State Historic Preservation Office (CA SHPO).

**Prepare Expanded EA Appendices:** Expanded research and narrative description of all proposed LTE project sites in the EA Appendix.

**Unanticipated Additional Tasks:** As requested and approved by the Authority, perform any additional work/task that may be required by CA SHPO, U.S. Fish and Wildlife Service (USFWS), NTIA and/or any other federal agency or regulatory agency.

4. This Amendment No. 2 shall become effective as of the date identified in the recitals, which is the date upon which:

4.1 An authorized agent of Consultant has executed this Amendment No. 2;

4.2 Los Angeles County Counsel has approved this Amendment No. 2 as to form;

4.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 2; and

4.4 The Executive Director of the Authority has executed this Amendment No. 2.

5. Except as expressly provided in this Amendment No. 2, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
6. Consultant and the person executing this Amendment No. 2 on behalf of Consultant represent and warrant that the person executing this Amendment No. 2 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of this Amendment No. 2, and that all requirements of Consultant to provide such actual authority have been fulfilled.
7. This Amendment No. 2 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

\* \* \*

**AMENDMENT NUMBER TWO  
TO AGREEMENT FOR CONSULTANT SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

ULTRASYSTEMS ENVIRONMENTAL,  
INC.

By: \_\_\_\_\_  
Patrick J. Mallon  
Executive Director

By: \_\_\_\_\_  
Betsey A. Lindsay  
President

APPROVED AS TO FORM FOR THE LOS  
ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM  
AUTHORITY:

JOHN F. KRATTLI  
County Counsel

By: \_\_\_\_\_  
Truc L. Moore  
Senior Deputy County Counsel





## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON  
EXECUTIVE DIRECTOR

July 10, 2014

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

Dear Directors:

### **APPROVE SITE ACCESS AGREEMENT WITH THE CITY OF GARDENA**

#### **SUBJECT**

Board approval is requested to delegate authority to the Executive Director to finalize and execute a Site Access Agreement with the City of Gardena.

#### **RECOMMENDED ACTION:**

It is recommended that your Board:

1. Find that the approval and execution of the Site Access Agreement by the LA-RICS Authority does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that these activities are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project, remains unchanged; and,
2. Authorize the Executive Director to finalize and execute, substantially similar in form, a Site Access Agreement with the City of Gardena. This Site Access Agreement is for the Long Term Evolution (LTE) broadband communication site within the City's jurisdiction.

#### **BACKGROUND**

At the May 16, 2013 Board meeting, your Board directed staff to begin negotiations with various jurisdictions for Site Access Agreements ("SAAs") for licensing the use of specific sites to the Authority for its use as a Land Mobile Radio ("LMR") and/or Long Term Evolution ("LTE") broadband communication site. With respect to LTE, discussions and negotiations with various cities and the City of Los Angeles, who own the parcels where LA-RICS intends to install the LTE infrastructure, have been ongoing since that time and has resulted in the attached Site

Access Agreement. Attachment A is the SAA with the City of Gardena for the location at 2030 W. 135<sup>th</sup> St., Gardena, CA 90247.

By entering into the Site Access Agreement with the City of Gardena, the City of Gardena will provide the Authority with a license to use a portion of their owned or leased property for use as a Long Term Evolution (LTE) broadband communications site. The licensed site would include all necessary space and easements for access and utilities to construct, install, operate, maintain and repair an unmanned LTE communications facility. A brief summary of relevant provisions follow below:

	<b>City of Gardena</b>	
<b>Number of Sites</b>		1
<b>Term</b>		In Effect Until Terminated
<b>Lease Cost*</b>		Gratis
<b>Zoning Requirements</b>		Exempt
<b>Ministerial Permitting Costs</b>		Waived

By granting approval for the execution of the SAA with the City of Gardena, it will assist in keeping the LTE project schedule on track, and make the goal of interoperable communications in Los Angeles County a reality. The City of Gardena is also moving on parallel paths to seek approval from it's respective governing body, with it's City Council considering the item on July 8, 2014.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide the Executive Director authorization to execute the attached Site Access Agreement with the City of Gardena for the implementation of the LA-RICS LTE installation.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact.

**ENVIRONMENTAL DOCUMENTATION**

On March 6, 2014, the Board determined that design, construction, implementation, operation, and maintenance of the PSBN project (also known as the Long Term Evolution (LTE) Project) collectively and individually at the 231 sites where PSBN infrastructure will be constructed, installed, operated and maintained, including those sites identified on Attachment D, are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Approval of the Site Acquisition Agreements does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and the determination that these activities are exempt from CEQA remains unchanged. As the CEQA Lead Agency, the LA-RICS Authority has determined that all of the LTE sites, including those covered by the attached Site Access Agreements the statutory exemption. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings for these Site Access Agreements.

Upon the your approval of the recommended actions, a Notice of Exemption for the Site Access Agreements will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended action.

Respectfully submitted,



PATRICK J. MALLON  
EXECUTIVE DIRECTOR

PJM:wst

c: Counsel to the Authority

Attachments

## LTE SITE ACCESS AGREEMENT

**THIS SITE ACCESS AGREEMENT** ("Agreement"), is made and entered into in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_, 2014,

**BY AND BETWEEN**

**CITY OF GARDENA**, a body corporate and politic, hereinafter referred to as "Owner"

**AND**

**THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**, a Joint Powers Authority, hereinafter referred to as "LA-RICS Authority."

### **RECITALS:**

**WHEREAS**, Owner is a member of the LA-RICS Authority, which was established pursuant to a Joint Powers Agreement dated January 2009 ("JPA") for the purpose of coordinating governmental services to establish a wide-area interoperable public safety communications network commonly known as LA-RICS;

**WHEREAS**, Owner owns certain real property described on Exhibit A (Site List) hereto ("Real Property"); and

**WHEREAS**, Owner desires to permit use of a portion of the Real Property by the LA-RICS Authority for use as a Long Term Evolution broadband ("Broadband" or "LTE") communication site; and

**WHEREAS**, the parties hereto acknowledge that: (a) LA-RICS AUTHORITY has retained Motorola ("LMR Vendor") to design, construct, and perform services with respect to a regional interoperable LMR telecommunications system as a part of the LA-RICS; (b) the LA-RICS Authority has retained Motorola ("LTE Vendor") to design and construct a regional interoperable Broadband telecommunications system as a part of the LA-RICS; (c) the federal First Responder Network Authority may, or may not retain one or more vendors (collectively, the "First Net Parties"), to design and construct a national interoperable Broadband telecommunications system of which the LA-RICS may be a part; and (d) any of the LA-RICS Authority member agencies may assume the LA-RICS Authority's rights and obligations under this Agreement and/or may perform services with respect to this LA-RICS; and

**WHEREAS**, LA-RICS AUTHORITY is willing to accept and exercise the rights granted by this Agreement for use of a LTE site located on the Real Property in accordance with the terms and conditions prescribed herein.

**NOW, THEREFORE,** in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **LTE SITE; LICENSE**

1.01 Owner hereby licenses to the LA-RICS AUTHORITY and LA-RICS AUTHORITY hereby accepts from Owner on the terms and conditions set forth herein, the use of land within a portion of the Real Property, together with all necessary space and easements for access and utilities to install and operate an unmanned LTE communication facility, located at 2030 West 135<sup>th</sup> Street, Gardena, California, as shown on Exhibit A attached hereto and incorporated herein by this reference (the "LTE Site").

1.02 The LA-RICS AUTHORITY acknowledges its personal inspection of the LTE Site and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. The LA-RICS AUTHORITY accepts the LTE Site in its as-is condition with no duty to investigate, and Owner makes no warranty, express or implied, as to the suitability of the LTE Site or the Real Property for the LA-RICS AUTHORITY's use; its physical condition, including the condition and stability of the soils or groundwater on or under any of the Real Property; and the presence of pollutants or contaminants therein.

1.03 LA-RICS AUTHORITY, the LTE Vendor, and/or the First Net Parties may make or construct or cause to be made or constructed additions, alterations, repairs, replacements or other changes to the LTE Site at the LA-RICS AUTHORITY's expense in accordance with all of the terms and conditions of this Agreement.

1.04 LA-RICS AUTHORITY hereby acknowledges the title or other legal right of possession of the Owner or its successors in the Real Property and covenants and agrees never to assail, contest, or resist said title.

1.05 Ownership of all improvements constructed by the LA-RICS AUTHORITY upon each and every site comprising the LTE Site and all alterations, additions or betterments thereto shall remain with the LA-RICS AUTHORITY or other agencies as may be provided by any applicable LA-RICS grant requirements. The LA-RICS AUTHORITY may remove any of its own improvements to the Real Property at any time during the term of the Agreement, and Owner hereby waives any and all lien rights it may have in relation thereto, statutory or otherwise.

2. **PURPOSE AND USE**

2.01 The sole purpose of this Agreement is to allow the LA-RICS AUTHORITY to use a parcel of the land on the Real Property for the installation, operation, maintenance, and repair of a Broadband communication facility. The LA-RICS AUTHORITY (and/or its member agencies, the LTE Vendor, the First Net Parties and/or other agents): (a) shall have the right to construct, install, repair, remove,

replace, maintain, and operate the LA-RICS AUTHORITY's LTE communications system, which typically consists of, without limitation, the infrastructure, shelters, equipment and related improvements listed on Exhibit B (Equipment List) attached hereto and incorporated herein by this reference (such LTE system and associated infrastructure, shelters, equipment and related improvements, collectively, the "LA-RICS Facility") and other related materials as may be deemed necessary by the LA-RICS AUTHORITY, and (b) shall be allowed access over, through and across each site comprising the Real Property for ingress to and egress from the applicable LTE Site 24 hours per day, 7 days per week without notice. Each LTE Site shall be used only for the purposes authorized by this Section 2.01, and such other purposes as are directly related thereto, and for no other purposes whatsoever (collectively the "Permitted Activities").

2.02 The LA-RICS AUTHORITY shall ensure that all usage of the LTE Site and/or the Real Property hereunder, including without limitation usage by the LTE Vendor, is in compliance with all terms and conditions of this Agreement.

2.03 Nothing contained in this Agreement shall be deemed or construed in any way to limit the Owner's authority to exercise any right or power concerning the utilization of the Real Property including without limitation the LTE Site; provided, however, that such Owner authority shall not include the exercise of any right or power that would interfere with the LA-RICS Facility.

### 3. APPROVALS/DESIGN REVIEW

The LA-RICS AUTHORITY shall furnish and submit to Owner copies of project plans and specifications (along with any other information reasonably requested by Owner) for the LTE Site at the 50%, 75%, and 100% stages of design development, for Owner's review and input. LA-RICS AUTHORITY agrees to discuss with Owner the Owner's concerns, if any, regarding the proposed plans and to work in good faith to address such concerns prior to implementation of said plans.

Upon the LA-RICS AUTHORITY's approval of the final site plan for the LTE Site, such final site plan will be deemed incorporated herein by reference as Exhibit C (Site Plan). Owner and the LA-RICS AUTHORITY acknowledge that the LA-RICS AUTHORITY is a California joint powers authority whose members have specified, pursuant to Section 4.04 of its Joint Powers Agreement and Section 6509 of the California Government Code, that all common powers exercised by the LA-RICS AUTHORITY's Board of Directors shall be exercised in a manner consistent with, and subject to all the restrictions and limitations upon the exercise of such powers, as are applicable to the County of Los Angeles ("County") (i.e., the LA-RICS AUTHORITY has adopted the County's operating mode). Accordingly, Owner and the LA-RICS AUTHORITY agree that the LA-RICS AUTHORITY (i) will comply with the Owner's City Building Code requirements and (ii) will seek only those governmental approvals that would normally apply to the County, other than with respect to ministerial permits as described below. Notwithstanding the foregoing, the parties agree that their

cooperation in addressing any concerns raised by the Owner is essential to the success of the LA-RICS project and that accordingly all such concerns will be taken into consideration throughout the LTE Site plan approval process, as described in this Section 3 (Approvals/Design Review and in Section 8 (Alterations).

Should ministerial permits be required, Owner shall expeditiously process such permits within its jurisdiction. To the extent there may be costs associated with Owner's review, such costs will be waived for LA-RICS AUTHORITY. The LA-RICS AUTHORITY may perform and obtain, at the LA-RICS AUTHORITY's sole cost and expense, soil borings, percolation tests, engineering reports, environmental investigations or other tests or reports on, over, and under each LTE Site to the extent necessary to proceed with design, construction, or for compliance with the California Environmental Quality Act and/or the National Environmental Policy Act, and/or to determine if the LA-RICS AUTHORITY's use of the LTE Site will be compatible with the LA-RICS AUTHORITY's engineering specifications and design and operational requirements. Owner shall work cooperatively and expeditiously with the LA-RICS AUTHORITY to complete review of any project plans and specifications, so as not to delay the design and construction of the LA-RICS Facility.

4. **TERM**

The initial term ("Initial Term") of the Agreement shall commence upon full execution of this Agreement ("Commencement Date") and shall terminate upon written notice of termination (a) by LA-RICS AUTHORITY or (b) by Owner pursuant to Section 28 (Default) hereof.

5. **CONSIDERATION**

The consideration for the use granted herein shall be LA-RICS AUTHORITY's compliance with all of the terms and conditions of this Agreement.

6. **CONDITIONS PRECEDENT TO INSTALLATION OR ALTERATIONS OF EQUIPMENT**

Owner shall have the opportunity to review and provide input, if any, as to all project plans and specifications for the LA-RICS AUTHORITY's proposed alterations of the equipment comprising the LA-RICS Facility (not including "like-kind" replacements) after LA-RICS AUTHORITY's initial installation of the LA-RICS Facility on the LTE Site. In addition, Owner shall have the right to inspect said equipment and the LTE Site at any time during and after installation upon not less than 24 hours prior written notice to the LA-RICS AUTHORITY (except in cases of emergency pursuant to Section 14 hereof (Emergency Access) and, at LA-RICS AUTHORITY's option, with the right to require an LA-RICS AUTHORITY representative to accompany Owner during any such inspection of or access to a LTE Site. The LA-RICS AUTHORITY shall not commence installation of equipment or alteration of a LTE Site, or any portion thereof, until the Owner has reviewed the plans and specifications. Owner's review of the plans shall not release the

LA-RICS AUTHORITY from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans and specifications. The LA-RICS AUTHORITY shall be responsible for notifying Owner and all other relevant parties immediately upon discovery of such omissions and/or errors. The LA-RICS AUTHORITY shall not cause or permit any change of any equipment installed by the LA-RICS AUTHORITY on a LTE Site including power outputs or changes in the use of frequencies described in Exhibit B hereto (Equipment List), but not including "like-kind" replacements, except after Owner has been provided an opportunity to review and provide input, if any, into such plans and specifications.

## 7. INSTALLATION

7.01 LA-RICS AUTHORITY shall install the LA-RICS Facility at its own expense and risk as approved by Owner in accordance with the terms hereof, and such installation shall not cause radio frequency interference with equipment, transmission or reception (operated currently or in the future) by the Owner. LA-RICS AUTHORITY and/or its agent shall install interference protection devices such as isolators, cavities, circulators, or combiners as required or recommended by accepted industry practices. Each component of the LA-RICS Facility shall be clearly identified with LA-RICS AUTHORITY's and, as applicable, member agency, LTE Vendor, and/or First Net Party's name, address, telephone number, Federal Communications Commission ("FCC") Agreement and frequencies in use. Such identification shall be attached to each component of the LA-RICS Facility in plain view.

7.02 LA-RICS AUTHORITY agrees that Owner may grant the use of any unused portion of the Real Property to any third party for the purpose of installing communications transmitting equipment, so long as such uses do not conflict or interfere with LA-RICS AUTHORITY's operations as provided for pursuant to this Agreement. Any third party granted rights by the Owner shall be required to comply with all applicable noninterference rules of the FCC.

7.03 Owner reserves the right, at its expense, to install on the Real Property, including without limitation within the LTE Site, its own communications shelter, telecommunication equipment, and appropriate tower space for telecommunications and/or microwave (collectively, the "Owner Facilities") so long as the installation of said Owner Facilities does not interfere with LA-RICS AUTHORITY's operations. LA-RICS AUTHORITY and Owner agree to make commercially reasonable efforts to resolve any radio frequency interference issues with equipment, transmission or reception caused by the installation of the Owner Facilities.

7.04 LA-RICS AUTHORITY accepts the LTE Site in an "as is" condition as of the date of full execution of this Agreement. LA-RICS AUTHORITY shall have the right to finance and construct approved equipment and related improvements on the LTE Site at LA-RICS AUTHORITY' sole cost and expense, except as may be provided



otherwise by other agreements. Following the construction and installation of LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements, LA-RICS AUTHORITY may thereafter, at its sole cost and expense, perform construction, maintenance, repairs, additions to, and replacements of its equipment as necessary and appropriate for its ongoing business and has the right to do all work necessary to prepare, modify and maintain the LTE Site to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements and as required for LA-RICS AUTHORITY's operations of the LA-RICS Facility at the LTE Site, including any structural upgrades required to accommodate LA-RICS AUTHORITY's infrastructure, shelter, equipment, and related improvements on the LTE Site.

7.05 Upon completion of the installation of the equipment comprising the LA-RICS Facility at the LTE Site, LA-RICS AUTHORITY shall provide Owner with as-built drawings of the LA-RICS Facility ("As-Builts"). Such As-Builts shall include the location of any of LA-RICS AUTHORITY shelters, cabinets, grounding rings, cables, and utility lines associated with LA-RICS AUTHORITY use of the LTE Site in CAD and PDF formats. Upon receipt of the As-Builts by Owner, the As-Builts shall be deemed incorporated herein by reference as updates to Exhibit C (Site Plan). In the event that LA-RICS AUTHORITY fails to deliver the As-Builts as required by this section within ten business days of receipt of written notice, Owner may cause such As-Builts to be prepared on behalf of LA-RICS AUTHORITY and Owner shall assess a fee for such As-Builts, the cost of which shall become immediately due and payable to Owner upon invoice accompanied by supporting documentation of such fee. Owner shall be responsible for completion of and costs associated with As-Builts resulting from any modifications required by Owner.

## 8. ALTERATIONS

LA-RICS AUTHORITY shall make no renovations, alterations or improvements to the LTE Site or the Real Property other than to install, maintain, replace and operate the LA-RICS Facility in accordance with the documentation attached hereto as Exhibits A (Site List), B (Equipment List), and C (Site Plan) and/or as permitted elsewhere herein, without providing prior written notice to Owner, provided that such renovations, alterations, or improvements shall be consistent with the authorized use set forth in Section 2.02 hereof. Notwithstanding the foregoing, however, it is understood and agreed that LA-RICS AUTHORITY shall have the right to: (a) make repairs and replacements of "like-kind" infrastructure, shelters, equipment, and/or related improvements without providing notice to the Owner, and (b) perform any alterations or modifications that may be required pursuant to the Spectrum Manager Lease Agreement between LA-RICS AUTHORITY and the First Net Parties dated July 1, 2013 (the "Spectrum Lease Agreement") or that may be required as a result of FCC rules or regulations, after providing notice to the Owner. LA-RICS AUTHORITY agrees to submit to the Owner, for review, all plans and specifications, working drawings, and other information reasonably required by the Owner covering proposed alterations by LA-RICS AUTHORITY. All work to be done by LA-RICS AUTHORITY shall be

performed in accordance with the plans provided to Owner and shall, where required, be subject to inspection by Owner's City Building Inspector.

9. **MAINTENANCE**

Owner shall be responsible for maintenance of the Real Property, including the LTE Site, and such maintenance responsibility shall include general upkeep, landscaping, lawn-mowing, and related maintenance activities. The LTE Site shall be kept neat and clean by LA-RICS AUTHORITY and ready for normal use by Owner and other users. Should LA-RICS AUTHORITY fail to accomplish this, following 30 days written notice from Owner, Owner may perform the work and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

LA-RICS AUTHORITY shall be responsible for the timely repair of all damage to the LTE Site or the Real Property caused by the negligence or willful misconduct of LA-RICS AUTHORITY, its employees, agents or business vendors, including without limitation the LTE Vendor. Should LA-RICS AUTHORITY fail to promptly make such repairs after 30 days written notice from Owner, Owner may have repairs made and LA-RICS AUTHORITY shall pay the cost thereof upon written demand by Owner.

10. **CONSTRUCTION STANDARDS**

Installation and maintenance of LA-RICS AUTHORITY's equipment including without limitation the LA-RICS Facility shall be performed in a neat and workmanlike manner and shall at all times comply in all respects to the statutes, laws, ordinances and regulations of any governmental authority having jurisdiction which are applicable to the installation, construction, operation and maintenance of LA-RICS AUTHORITY's equipment, including but not limited to the Owner's City Building Code.

LA-RICS AUTHORITY shall remove any debris to the extent resulting from maintenance, operation and construction on the LTE Site by LA-RICS AUTHORITY, its agents or contractors (including without limitation the LTE Vendor). In the event that LA-RICS AUTHORITY fails to remove such debris from the LTE Site, Owner shall provide written notice to LA-RICS AUTHORITY and allow LA-RICS AUTHORITY ten business days after receipt of notice to remove such debris. After the expiration of such ten-business day period, Owner shall cause such debris to be removed and invoice LA-RICS AUTHORITY for the reasonable costs of said removal.

11. **OTHER OPERATIONAL RESPONSIBILITIES**

11.01 As applicable, LA-RICS AUTHORITY or its LTE Vendor or the First Net Parties shall:

(a) Comply with and abide by all applicable rules, regulations and directions of Owner.

(b) At all times hold a valid FCC Agreement for the Permitted Activities and comply with all applicable City and County ordinances and all State and Federal laws, and, in the course thereof, obtain and keep in effect all required permits and Agreements required to engage in the Permitted Activities on the LTE Site.

(c) Conduct the Permitted Activities in a courteous and non-profane manner, operate without interfering with the use of the Real Property by Owner or the public, except as herein permitted, and remove any agent, invitee or employee who fails to conduct Permitted Activities in the manner heretofore described.

(d) Assume the risk of loss, damage or destruction to the LA-RICS Facility and any and all fixtures and personal property belonging to LA-RICS AUTHORITY that are installed or placed within the LTE Site, unless such loss, damage or destruction was caused by the negligent or willful act or omission of the Owner, its agents, employees or contractors.

## 12. **RELOCATION**

12.01 Owner shall have the right to request relocation of the LA-RICS Facility or any portion thereof on no more than one occasion during the term hereof to another location on the Real Property ("Alternate Site"), provided:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) Owner shall pay all costs incurred by LA-RICS AUTHORITY for relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) Owner shall give LA-RICS AUTHORITY at least six months written notice before requiring relocation; and

(d) LA-RICS AUTHORITY's use pursuant hereto will not be interrupted and LA-RICS AUTHORITY shall be allowed, if necessary, to place temporary equipment on the Real Property during the relocation.

12.02 LA-RICS AUTHORITY shall have the right to request relocation of the LA-RICS Facility or any portion thereof to an Alternate Site on the Real Property pursuant

to LA-RICS AUTHORITY's obligations under the Spectrum Lease Agreement, provided that:

(a) the Alternate Site: (i) is substantially similar to LA-RICS AUTHORITY's current LTE Site in size, (ii) is compatible with LA-RICS AUTHORITY's use pursuant to Section 2 hereof, and (iii) does not interfere with any portion of the LA-RICS Facility or the LA-RICS system or equipment;

(b) LA-RICS AUTHORITY shall pay all costs relating to relocation of LA-RICS AUTHORITY's equipment from the LTE Site to the Alternate Site and any improvement of the Alternate Site to make it substantially similar to the LTE Site, including all costs incurred to obtain all of the certificates, permits, and other approvals that may be required by any agency having jurisdiction, including costs required to comply with CEQA and the National Environmental Policy Act (NEPA), as applicable, prior to any activity at an Alternate Site that would constitute a "project" as that term is defined in Title 14, Section 15378 of the California Code of Regulations, as well as any soil boring tests needed to permit LA-RICS AUTHORITY's use of the Alternate Site;

(c) LA-RICS AUTHORITY shall give Owner at least XXX months written notice of the requested relocation.

13. **ACCESS TO LTE SITE**

13.01 Owner hereby grants to the LA-RICS AUTHORITY, its member agencies, the LTE Vendor, the First Net Parties, and other agents a nonexclusive right to use, at its sole risk, during the term and option period of this Agreement, the access which serves the LTE Site ("Access"). The LA-RICS AUTHORITY, on behalf of itself and its member agencies, the LTE Vendor, and the First Net Parties, acknowledge and accept the present condition of the Access on an "as is" basis. The LA-RICS AUTHORITY shall provide Owner with notice of all of its representatives or agents who are authorized to access the LTE Site pursuant to this Section.

13.02 LA-RICS AUTHORITY acknowledges and agrees that occasions may arise requiring the LA-RICS AUTHORITY to share in the cost of cleaning up of mud-slide debris and repairing the Access to its original accessible condition after a storm or heavy rainfall. LA-RICS AUTHORITY hereby agrees to pay its reasonable proportionate share of such clean-up repair costs within thirty (30) days of receipt of an invoice from Owner, and acknowledges and agrees that the details of any such clean-up or repair and associated cost may be disclosed to LA-RICS AUTHORITY by Owner upon at least thirty (30) days notice. Notwithstanding the foregoing, the LA-RICS AUTHORITY's financial burden pursuant to this Section shall not exceed five thousand dollars (\$5,000) per incident.

14. **EMERGENCY ACCESS BY OWNER**

The Owner and its authorized agents may access the LTE Site at any time for the purpose of inspection and/or for making emergency improvements or repairs to the

LTE Site or to interrupt or terminate LA-RICS AUTHORITY's transmission(s) from the LTE Site should LA-RICS AUTHORITY be unable or unwilling to respond to Owner's request to take immediate action to correct any deficiency which threatens Owner's operation on the LTE Site, provided that Owner shall endeavor to provide a 24-hour prior notice to LA-RICS AUTHORITY and shall access the LTE Site in the presence, if possible, of an LA-RICS AUTHORITY representative, if provided by LA-RICS AUTHORITY. Notwithstanding the foregoing, Owner shall not be required to provide notice to LA-RICS AUTHORITY prior to entering the LTE Site due to an emergency; provided, however, that under no circumstance shall the Owner access LA-RICS AUTHORITY's equipment cabinets. Owner shall use its best efforts to minimize any inconvenience or disturbance to LA-RICS AUTHORITY when entering the LTE Site. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of Owner's written request for Owner's actual costs to correct any deficiency that is corrected by Owner pursuant to this Section.

15. **RADIO FREQUENCY EMISSIONS/INTERFERENCE**

15.01 **No Interference.** LA-RICS AUTHORITY shall not use the LTE Site in any way which causes radio frequency ("RF") interference in excess of levels permitted by the FCC or otherwise interferes with the use of the Property by Owner or Owner's agents, invitees or other licensees or users who may occupy portions of the Real Property at the time this Agreement is entered into. LA-RICS AUTHORITY shall be responsible for electromagnetic compatibility of LA-RICS AUTHORITY's equipment with existing and future equipment at the Real Property.

15.02 **Interference With Public Safety Systems.** In the event of any interference with Owner's Police or Fire Department, CWIRS, Paramedic or LANet systems, or any future public safety-related systems, which is caused by LA-RICS AUTHORITY's equipment or operations, LA-RICS AUTHORITY shall be immediately notified by Owner of such interference. Following such notification, the parties will cooperatively discuss and reach agreement on how such interference will be resolved.

15.03 **Interference With Non-Public Safety Systems.** In the event LA-RICS AUTHORITY's operations or equipment causes interference with non-public safety-related systems of Owner or any other duly authorized occupant of the Real Property, written notice of such interference shall be provided to LA-RICS AUTHORITY. Owner agrees that Owner and/or any other occupants of the Real Property who currently have or in the future take possession of the Real Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference with the existing equipment of LA-RICS AUTHORITY.

15.04 **Interference During Emergency.** If any measurable interference caused by LA-RICS AUTHORITY's equipment with Owner's electronic equipment during an emergency incident occurs, the LA-RICS AUTHORITY will immediately cease operation, transmission or further use of LA-RICS AUTHORITY's equipment until such time as the emergency incident or interference has ended but LA-RICS

AUTHORITY shall be permitted to power up its equipment for intermittent testing with notice.

**15.05 Compliance With Law.** LA-RICS AUTHORITY is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including without limitation the Occupational Safety and Health Administration ("OSHA") having jurisdiction over the installation, operation, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communications towers and antenna-licensed premises. LA-RICS AUTHORITY agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its own equipment and for repairs to its own equipment at the LTE Site. LA-RICS AUTHORITY will immediately remedy its operations to comply with such applicable laws, rules and regulations as they apply to its operations, individually and in the aggregate, with all applicable FCC and other applicable governmental RF emissions standards, but shall only be liable for any violations of such applicable standards to the extent arising solely from LA-RICS AUTHORITY's equipment alone and not in combination with others. Where LA-RICS AUTHORITY's equipment, in combination with other, exceed or violates such standards, LA-RICS AUTHORITY shall reasonably cooperate with Owner and with other relevant parties to mitigate such violations in a timely manner.

**16. UTILITIES**

LA-RICS AUTHORITY shall, at its sole cost and expense, cause the installation of any utility service line required by or for the conduct of the Permitted Activities, and shall be responsible for the payment of all utilities necessary for the operation of the LA-RICS Facility on the LTE Site. If such installation is not feasible, as determined by Owner, LA-RICS AUTHORITY acknowledges and agrees that LA-RICS AUTHORITY nonetheless shall be responsible for any all costs of utilities used by LA-RICS AUTHORITY, which costs will be invoiced by Owner and paid by LA-RICS AUTHORITY within thirty (30) days of its receipt of such invoice.

**17. HOLD HARMLESS AND INDEMNIFICATION**

LA-RICS AUTHORITY agrees to indemnify, defend, save and hold harmless Owner and its agents, elected and appointed officers, and employees from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with LA-RICS AUTHORITY's operations or its services hereunder, including, without limitation, any Workers' Compensation suit, liability, or expense, arising from or connected with services performed on behalf of LA-RICS AUTHORITY by any person pursuant to this Agreement including without limitation the LTE Vendor.

Owner agrees to indemnify, defend, save and hold harmless LA-RICS AUTHORITY and its member agencies, agents, elected and appointed officers, employees, and contractors from and against any and all liability, expense (including, without limitation, defense costs and legal fees), and claims for damages of any nature whatsoever, including, without limitation, bodily injury, death, personal injury, or property damage arising from or connected with the negligence or willful misconduct of Owner and/or its agents, elected and appointed officers, employees, and contractors in connection with the performance of Owner's obligations hereunder.

18. **INSURANCE**

18.01 Without limiting LA-RICS AUTHORITY's obligations to Owner, LA-RICS AUTHORITY shall provide and maintain, at its own expense during the term of this Agreement, the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the Owner's Risk Manager, and evidence of such programs satisfactory to the Owner Risk Manager, shall be delivered to \_\_\_\_\_ [CITY RISK MGMT CONTACT], on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that Owner is to be given written notice at least thirty (30) days in advance of any modification or termination of any provisions of insurance and shall name the Owner as an additional insured (except for the Workers' Compensation Insurance). LA-RICS AUTHORITY may self-insure the insurance required under this Agreement, but LA-RICS AUTHORITY will require its contractors and subcontractors to provide commercial insurance as required in the Section, and any additional insurance required by LA-RICS AUTHORITY of its contractor(s) and/or subcontractor(s), shall name the Owner as an additional insured.

(a) General Liability. A program of insurance which shall be primary to and not contributing with any other insurance maintained by Owner, written on ISO policy form CG 00 01 or its equivalent, and endorsed to name the Owner as an additional insured, and shall include, but not be limited to:

(1) Comprehensive general liability insurance endorsed for Site-operations, products/completed operations, contractual, broad form property damage, and personal injury with a limit of not less than

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

(2) Automobile Liability insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident, and providing coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto," used in LA-RICS AUTHORITY's business operations.

(b) Workers Compensation. If applicable, a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the labor code of the State of California, and which specifically covers all persons providing services on behalf of LA-RICS AUTHORITY and all risks to such persons under the Agreement.

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

(c) Commercial Property Insurance. Such coverage shall:

- Provide coverage for Owner's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Owner and LA-RICS AUTHORITY as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Agreement.

(d) Construction Insurance. If major construction work is performed by LA-RICS AUTHORITY during the term of this Agreement (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then LA-RICS AUTHORITY or LA-RICS AUTHORITY's contractor shall provide the following insurance. Owner shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance**. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property,



excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Owner furnished materials and equipment, against loss or damage until completion and acceptance by the LA-RICS AUTHORITY and the Owner if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Owner as an additional insured, with limits of not less than the following amounts:

General Aggregate:	\$50 million
Products/Completed Operations Aggregate:	\$50 million
Personal and Advertising Injury:	\$25 million
Each Occurrence:	\$25 million

The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the LA-RICS AUTHORITY and the Owner if required.

- **Automobile Liability.** such coverage shall be written on iso policy form ca 00 01 or its equivalent with limits of not less than **TO BE DETERMINED ON A PROJECT BY PROJECT BASIS** for bodily injury and property damage, in combined or equivalent split limits, for each single accident. such insurance shall cover liability arising out of LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor use of autos pursuant to this lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the LA-RICS AUTHORITY's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than **\$5 million** per claim and **\$10 million** aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.
- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such

coverage shall provide Employers' Liability coverage with limits of not less than \$1 million per accident. Such policy shall be endorsed to waive subrogation against the Owner for injury to the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees. If the LA-RICS AUTHORITY's or LA-RICS AUTHORITY's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law to which the LA-RICS AUTHORITY is subject. If LA-RICS AUTHORITY or LA-RICS AUTHORITY's 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 Owner as the Alternate Employer, and the endorsement form shall be modified to provide that Owner will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

18.02 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to Owner with an A.M. Best rating of not less than A:VII, unless otherwise approved by Owner.

18.03 Failure to Maintain Coverage. Failure by LA-RICS AUTHORITY to maintain the required insurance, or to provide evidence of insurance coverage acceptable to Owner, shall constitute a material breach of this Agreement.

18.04 Notification of Incidents. Claims or Suits. LA-RICS AUTHORITY shall report to Owner any accident or incident relating to activities performed under this Agreement which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against LA-RICS AUTHORITY and/or Owner. Such report shall be made in writing within 72 hours of LA-RICS AUTHORITY's knowledge of such occurrence.

18.05 Compensation for Owner Costs. In the event that LA-RICS AUTHORITY fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to Owner, LA-RICS AUTHORITY shall pay full compensation for all reasonable costs incurred by Owner.

## 19. **FAILURE TO PROCURE INSURANCE**

19.01 Failure on the part of LA-RICS AUTHORITY to procure or maintain the required program(s) of insurance shall constitute a material breach of contract upon which Owner may immediately terminate this Agreement, or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and

all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand.

19.02 Use of the LTE Site shall not commence until LA-RICS AUTHORITY has complied with the aforementioned insurance requirements, and shall be suspended during any period that LA-RICS AUTHORITY fails to maintain said insurance policies in full force and effect.

20. **TAXES**

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the LTE Site created by this Agreement may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

20.02 LA-RICS AUTHORITY shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, Owner, City, or any other tax or assessment-levying body upon the LTE Site arising from LA-RICS AUTHORITY's use of the LTE Site.

20.03 If LA-RICS AUTHORITY fails to pay any lawful taxes or assessments upon the LTE Site which LA-RICS AUTHORITY is obligated to pay, LA-RICS AUTHORITY will be in default of the Agreement.

21.04 Owner reserves the right to pay any such tax, assessment, fees or charges, and all monies so paid by Owner shall be repaid by LA-RICS AUTHORITY to Owner upon demand. LA-RICS AUTHORITY and Owner agree that this is a Agreement and not a lease and no real estate interest is being conveyed herein.

21. **NOTICES**

Notices desired or required to be given pursuant to this Agreement or by any law now in effect shall be given by enclosing the same in a sealed envelope, Certified Mail - Return Receipt Requested, addressed to the party for whom intended and depositing such envelope, with postage prepaid, in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, shall be addressed to LA-RICS AUTHORITY as follows:

LA-RICS AUTHORITY  
[Insert contact info here]

Include e-mail address

or such other place as may hereinafter be designated in writing by LA-RICS AUTHORITY. . 24-hour emergency contact information for LA-RICS is as follows:

CONSTRUCTION PERIOD: Patrick J. Mallon, (626) 969-6163

NETWORK OPERATIONS CENTER (Post-Construction):  
Lieutenant Mark Wilkins, (323) 351-6507

The notices and the certificate of insurance and envelopes containing the same to the Owner shall be addressed as follows:

[INSERT Owner contact info including e-mail address]

[INSERT OWNER 24-hour contact info]

or such other place as may hereinafter be designated in writing by Owner.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Notices may also be provided by electronic mail or facsimile transmission, provided that such notices are followed up with a copy sent via US Mail.

22. **LA-RICS FACILITY REMOVAL**

22.01 LA-RICS AUTHORITY shall remove all of its LA-RICS Facility and personal and improvements from the LTE Site and the Real Property and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, on or before the expiration of this Agreement, unless this Agreement is otherwise terminated or cancelled prior to the expiration date provided herein, in which case LA-RICS AUTHORITY shall remove from the LTE Site and the Real Property all of its LA-RICS Facility and personal property and improvements and restore the LTE Site to its original condition, reasonable wear and tear and damage or destruction by the acts of God beyond the control of LA-RICS AUTHORITY excepted, within ninety (90) days of the cancellation. If weather conditions or lack of access to the LTE Site render the timely removal of LA-RICS AUTHORITY's property impossible, then LA-RICS AUTHORITY shall have thirty (30) days from the earliest date on which access is possible in which to comply with this provision.

22.02 If LA-RICS AUTHORITY does not timely remove all of its LA-RICS Facility, personal property and improvements from the LTE Site and the Real Property within the time provided in this section, Owner may, but shall not be required to, remove the LA-RICS Facility and all personal property and improvements at LA-RICS AUTHORITY's expense. LA-RICS AUTHORITY shall reimburse Owner within thirty (30) days of receipt of an itemized accounting of the cost for such removal of personal property and improvements. Owner shall incur no liability for any damage to the LA-RICS Facility during removal or storage.

23. **INDEPENDENT STATUS**

This Agreement is by and between Owner and LA-RICS AUTHORITY and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation with respect to services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement.

24. **AMENDMENT**

Any modification of any of the terms and conditions hereof shall require a written amendment signed by an authorized agent of the LA-RICS AUTHORITY and an authorized agent of Owner.

25. **ASSIGNMENT**

25.01 This Agreement may not be sold, assigned or transferred by LA-RICS AUTHORITY without the approval or consent of the Owner, which consent may not be unreasonably withheld or conditioned. No change of stock ownership, partnership interest or control of LA-RICS AUTHORITY or transfer upon partnership or corporate dissolution of LA-RICS AUTHORITY shall constitute an assignment hereunder.

25.02 To effect an assignment or transfer pursuant to this Section 25 (Assignment), LA-RICS AUTHORITY shall first deliver to the Owner:

- (i) A written request for approval;
- (ii) The name, address, and most recent financial statements of the proposed transferee, assignee or sublicensee;
- (iii) Proposed unredacted instrument of transfer or assignment or any or all of its rights hereunder; and
- (iv) Any other information reasonably requested by the CEO.

25.03 Owner shall approve or disapprove a proposed transfer, assignment or sublicense within sixty (60) days after LA-RICS AUTHORITY delivers all such items to the Owner. Owner's failure to respond to any request pursuant to this Section shall be deemed disapproval of said request.

25.04 In the case of an assignment of this Agreement, the proposed instrument shall include a written assumption by the assignee of all obligations of LA-RICS AUTHORITY under the Agreement arising thereafter and assignee shall be liable to perform the full obligations of the LA-RICS AUTHORITY under this Agreement and as a condition to the completion of such transfer must cure, remedy, or correct any event of default existing at the time of such transfer in a manner satisfactory to the Owner.

25.05 In the case of a sublicense, the proposed instrument shall specifically include a provision that the sublicensee shall comply with and be subject to all of the terms covenants, and conditions of this Agreement.

25.06 Owner shall have the right to lease or license the use of space on LA-RICS Authority's telecommunications pole to third party(ies), if such telecommunications pole is capable of housing such third party(ies), based on terms mutually agreeable to the LA-RICS Authority. Owner shall submit any proposed lease or license to the LA-RICS Authority for review and approval prior to entering into such lease or license. Such proposed instrument shall specifically include: (a) a provision that the lease or license shall comply with and be subject to all of the terms covenants, and conditions of this Agreement, and (b) a requirement that any third party use of LA-RICS Authority's telecommunications pole shall not interfere with LA-RICS Authority's use of the LA-RICS Facility or its operations. The parties agree that any revenues generated by such third party leases or licenses by Owner shall be retained by Owner, except for an amount to be agreed upon between Owner and LA-Rics Authority, which sum is intended to compensate LA-RICS AUTHORITY for its operational, administrative and other costs associated with third party use of the LA-RICS Authority's telecommunications pole.

## 26. **SUBORDINATION AND NON-DISTURBANCE**

Except as provided in this Section below, Owner shall obtain, not later than 15 days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagees, ground lessors and master lessors, if any, of the Real Property. At Owner's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust, or other security interest (a "Mortgage") by Owner which from time to time may encumber all or part of the Real Property; provided, however, except as provided in this Section below, as a condition precedent to LA-RICS AUTHORITY being required to subordinate its interest in this Agreement to any future Mortgage covering the Real Property, Owner shall obtain for LA-RICS AUTHORITY's benefit a non-disturbance and attornment agreement in a form reasonably satisfactory to LA-RICS AUTHORITY and containing at a minimum the terms set forth hereinbelow ("Non-Disturbance Agreement"), and shall recognize LA-RICS AUTHORITY's right to remain in occupancy of and have access to the LTE Site as long as LA-RICS AUTHORITY is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchase of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Real Property, Lender or such successor in interest or Purchaser will (a) honor all of the terms of this Agreement, (b) fulfill Owner's obligations under this Agreement, and (c) promptly cure all of the then-existing Owner defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LA-RICS AUTHORITY will execute an agreement for the

Lender's benefit in which LA-RICS AUTHORITY: (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of the Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Real Property, and (iii) agrees to accept a cure by Lender of any of Owner's defaults, provided such cure is completed within the deadline applicable to Owner. The requirements of this Section 26 shall not apply to an existing lease and sublease of record in the office of the Los Angeles County Recorder related to the LTE Site located at 2030 West 135<sup>th</sup> Street, which lease and sublease secure payment for the issuance in 2006 of Certificates of Participation in the principal amount of \$24,660,000 ("Certificates of Participation") or to any leases or subleases entered into for the purpose of refinancing said Certificates of Participation.

## 27. CONDEMNATION

In the event of any condemnation of the Real Property (or any portion thereof), LA-RICS AUTHORITY may terminate this Agreement upon written notice to Owner if such condemnation may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at the LTE Site for more than forty-five (45) days. LA-RICS AUTHORITY may on its own behalf make a claim in any condemnation proceeding involving the LTE Site for losses related to the equipment comprising the applicable LA-RICS Facility, its relocation costs and its damages and losses (but not for the loss of its interest, if any, under this Agreement). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and Owner and LA-RICS AUTHORITY shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other, if any, under this Agreement.

## 28. DEFAULT

Except as otherwise provided in this Agreement, in the event of a default hereunder by LA-RICS AUTHORITY, Owner shall provide written notice thereof to LA-RICS AUTHORITY. LA-RICS AUTHORITY shall have sixty (60) days from the date of said notice in which to cure the default, provided that LA-RICS AUTHORITY shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and LA-RICS AUTHORITY has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. Owner may not maintain any action or effect any remedies for default against LA-RICS AUTHORITY unless and until LA-RICS AUTHORITY has failed to cure a default within the time periods set forth in this section. In the event that LA-RICS AUTHORITY fails to cure a default within sixty (60) days or as otherwise provided in this section, Owner may: (a) cure the default and invoice LA-RICS AUTHORITY for all costs reasonably incurred in effecting such cure, or (b) terminate this Agreement upon written notice to LA-RICS AUTHORITY, take possession of the LTE Site and remove all LA-RICS AUTHORITY's improvements located thereon. In the event of a default hereunder by Owner, LA-RICS AUTHORITY shall provide written notice thereof to Owner. Owner

shall have sixty (60) days from the date of said notice in which to cure the default, provided that Owner shall have such extended period beyond sixty (60) days as may be required if the nature of the cure is such that it reasonably requires more than sixty (60) days and Owner has commenced to cure the default within the 60-day period and has acted with reasonable diligence in commencing and pursuing such cure to completion. LA-RICS AUTHORITY may not maintain any action or effect any remedies for default against Owner unless and until Owner has failed to cure a default within the time periods set forth in this section. In the event that Owner fails to cure a default within sixty (60) days or as otherwise provided in this section, LA-RICS AUTHORITY may: (a) cure the default and invoice Owner for all costs reasonably incurred by LA-RICS AUTHORITY in effecting such cure, or (b) terminate this Agreement upon written notice to Owner.

29. **WAIVER**

29.01 Any waiver by either party of the breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping either party from enforcing the full provisions thereof.

29.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this Agreement shall be cumulative.

30. **HAZARDOUS MATERIALS**

The parties hereto hereby warrant and represent that they shall comply with all applicable Federal, State, and local laws and regulations concerning the use, release, storage and disposal of hazardous substances on the LTE Site and the Real Property. For purposes of this Agreement, the term "hazardous substances" shall be deemed to include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil other than crude oil which exists on the Real Property as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8., as it may be amended from time to time.

The parties each agree to indemnify and defend the other and the other's agents, officers, employees, and contractors against any and all losses, liabilities, claims and/or costs (including reasonably attorneys' fees and costs) to the extent arising from the indemnifying party's breach of any warranty or agreement contained in this Section.



31. **DAMAGE OR DESTRUCTION**

Either party shall have the right to terminate this Agreement with respect to all or any portion of the LTE Site in the event of one of the following: (a) the applicable Real Property or the LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that repairs cannot reasonably be expected to be completed within forty-five (45) days following said damage (or Owner in its sole discretion elects not to make such repair); or (b) the applicable Real Property or LTE Site is damaged by fire or other casualty, incidents of war, earthquake, or other violent action of the elements such that such damage may reasonably be expected to disrupt LA-RICS AUTHORITY's operations at such LTE Site for more than forty-five (45) days. Notwithstanding the foregoing, in the event of any of the damage described in this Section, LA-RICS AUTHORITY shall have the right to elect to perform or cause to be performed any of the required repairs to the applicable Real Property or LTE Site should Owner elect not to undertake such repairs. Any notice of termination provided pursuant to this Section shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement, and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement, if any.

Should any matter or condition beyond the control of the parties, such as war, public emergency, calamity, fire, earthquake, flood or act of God prevent performance of this Agreement by either party, such party shall be relieved of the performance of such obligations during the time period of the event.

LA-RICS AUTHORITY shall be solely responsible for any damage or loss to LA-RICS AUTHORITY's equipment resulting from theft or vandalism or resulting from any other cause, except to the extent caused by Owner's acts or omissions.

32. **AUTHORIZATION WARRANTY**

The parties hereto represent and warrant that the person executing this Agreement for each of them is an authorized agent who has actual authority to bind such party to each and every term, condition, and obligation of this Agreement and that all requirements of such party have been fulfilled to provide such authority.

33. **INDEPENDENT CONTRACTOR STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between Owner and LA-RICS AUTHORITY. LA-RICS AUTHORITY shall bear the sole responsibility and liability for furnishing Worker's Compensation benefits to any person for injuries from or connected with services performed on behalf of LA-RICS AUTHORITY pursuant to this Agreement as required by law. The foregoing indemnification does not apply to liability caused by the negligence of the Owner.

34. **GOVERNING LAW, JURISDICTION, AND VENUE**

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

35. **COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Agreement, each party and anyone acting on such party's behalf pursuant to this Agreement shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures (including without limitation the rules and regulations of the FCC, the Federal Aviation Administration ("FAA"), and OSHA, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

36. **COMPLIANCE WITH CIVIL RIGHTS LAWS, NONDISCRIMINATION AND AFFIRMATIVE ACTION**

36.01 LA-RICS AUTHORITY 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 or physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program or activity supported by this Agreement.

36.02 LA-RICS AUTHORITY certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

36.03 LA-RICS AUTHORITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

36.04 If the Owner finds that any of the above provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement upon which the Owner may terminate, or suspend this Agreement.

36.05 While the Owner reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a

determination by the California Fair Employment Practices Commission, the Federal Equal Employment Opportunity Commission that LA-RICS AUTHORITY has violated Federal or State anti discrimination laws or regulations shall constitute a finding by Owner that LA-RICS AUTHORITY has violated the anti-discrimination provisions of this Agreement.

36.06 In the event LA-RICS AUTHORITY violates the antidiscrimination provisions of the Agreement, the parties agree that it is difficult to ascertain the amount of liquidated damages, and hereby agree that the Owner shall, at its sole option, be entitled to the sum of FIVE HUNDRED DOLLARS (\$500.00) for each such violation pursuant to California Civil Code 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

37. **NON EXCLUSIVITY**

Nothing herein is intended or shall be construed as creating any exclusive arrangement with LA-RICS AUTHORITY. This Agreement shall not restrict the Owner from acquiring similar, equal or like goods and/or services from other entities or sources.

38. **NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

LA-RICS AUTHORITY shall notify its employees, and shall require each Contractor and 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.

39. **PUBLIC RECORDS ACT**

39.01 Any documents submitted by LA-RICS AUTHORITY or its agents including without limitation the LTE Vendor and all information obtained in connection with the Owner's right to inspect the LTE Site or any other rights provided by this Agreement shall become the exclusive property of the Owner. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." The Owner shall not be in any way 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.

39.02 In the event the Owner is required to defend an action on a Public Records Act request as requested by LA-RICS AUTHORITY for any of the aforementioned documents, information, books, records, and/or contents of a proposed marked "trade secret," "confidential", or "proprietary," LA-RICS AUTHORITY agrees to refund and indemnify the Owner from all costs and expenses, including without

limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after LA-RICS AUTHORITY's receipt of Owner's invoice.

39.03 Any documents submitted by Owner or its agents and all information obtained in connection with LA-RICS AUTHORITY's rights provided by this Agreement shall become the exclusive property of LA-RICS AUTHORITY. All such documents become a matter of public record and shall be regarded as public records, except as specifically provided by California Government Code Section 6250 et seq. ("Public Records Act") and which are marked "trade secret," "confidential," or "proprietary." LA-RICS AUTHORITY shall not be in any way 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.

39.04 In the event the LA\_RICS AUTHORITY is required to defend an action on a Public Records Act request as requested by the Owner for any of the aforementioned documents, information, books, records, and/or contents Owner agrees to refund and indemnify the LA-RICS AUTHORITY from all costs and expenses, including without limitation reasonable attorney's fees, incurred in such action or liability arising under the Public Records Act within thirty days after Owner's receipt of LA-RICS AUTHORITY's invoice.

#### 40. **OTHER TERMS AND CONDITIONS**

40.01 Advertising Materials and Signs. Except for warning signs required by law, LA-RICS AUTHORITY shall not post signs upon the LTE Site or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Owner.

40.02 Habitation. The LTE Site shall not be used for human habitation.

40.03 Illegal Activities. LA-RICS AUTHORITY shall not knowingly permit any illegal activities to be conducted upon the LTE Site.

40.04 Safety. LA-RICS AUTHORITY shall immediately correct any unsafe condition on the LTE Site, as well as any unsafe practices occurring thereon, to the extent such unsafe condition or practice occurs as a result of LA-RICS AUTHORITY's use of the LTE Site. LA-RICS AUTHORITY shall cooperate fully with Owner in the investigation of any accidental injury or death occurring on the LTE Site, including a prompt report thereof to the Owner. LA-RICS AUTHORITY shall cooperate and comply fully with Owner, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all LA-RICS AUTHORITY's structures and enclosures. LA-RICS AUTHORITY, at its expense, may use any and all appropriate means of restricting public access to the LTE Site.

40.05 Sanitation. No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health in violation of the law, shall be permitted or remain on the LTE Site and within a distance of fifty (50) feet thereof, and LA-RICS AUTHORITY and Owner shall prevent any accumulation thereof from occurring.

40.06 Security Devices. LA-RICS AUTHORITY, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the LTE Site from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Owner. Owner shall be responsible for securing the Real Property.

41. **NON-AVAILABILITY OF FUNDING**

The parties acknowledge and agree that LA-RICS' AUTHORITY's performance of its obligations under this Agreement is subject to the continuing availability of federal grants or other funds for the LA-RICS Project. This Agreement may be terminated by LA-RICS AUTHORITY (and the LA-RICS Facility removed from the LTE Site in accordance with Section 22 (LA-RICS Facility Removal)hereof) upon a loss or reduction of grant funds or other applicable funding sources.

42. **ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

LA-RICS AUTHORITY hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this Agreement.

43. **LA-RICS AUTHORITY'S STAFF AND EMPLOYMENT PRACTICES**

43.01 LA-RICS AUTHORITY shall designate one member of its staff as an Operations Manager with whom the Owner may deal with on a daily basis. Any person selected by LA-RICS AUTHORITY as an Operations Manager shall be fully acquainted with LA-RICS AUTHORITY's operation, familiar with the terms and the conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

43.02 LA-RICS AUTHORITY shall establish an identification system for each of its personnel assigned to service the LTE Site that clearly indicates the name of the person. The identification system shall be furnished at LA-RICS AUTHORITY expense and may include appropriate uniform attire and name badges as routinely maintained by LA-RICS AUTHORITY.

44. **BANKRUPTCY**

The Owner and LA-RICS AUTHORITY hereby expressly agree and acknowledge that it is the intention of both parties that in the event that during the term of this Agreement LA-RICS AUTHORITY shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. (the Code), this Agreement is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

45. **SUCCESSORS AND ASSIGNS**

Subject to any provision hereof restricting assignment or subletting by LA-RICS AUTHORITY, this Agreement shall bind the parties, their personal representatives, successors and assigns.

46. **SEVERABILITY**

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

47. **INTERPRETATION**

Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

48. **ENTIRE AGREEMENT**

This Agreement (and the attached exhibits) contains the entire agreement between the parties hereto with respect to the matters set forth herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Owner and LA-RICS AUTHORITY.

**IN WITNESS WHEREOF**, the LA-RICS AUTHORITY has executed this Agreement or caused it to be duly executed and Owner has caused this Agreement to be executed on the day, month and year first above written.

THE LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

CITY OF GARDENA

A California Joint Powers Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

JOHN F. KRATTLI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_

**EXHIBIT A**  
**SITE LIST**



**EXHIBIT B  
EQUIPMENT LIST**

**[TO BE PROVIDED AT A LATER DATE]**

**EXHIBIT C  
SITE PLAN**

**[TO BE INCORPORATED BY REFERENCE]**

**EXHIBIT A**

Site Access Agreement, City of Gardena

Site ID	Facility Name	Organization	Address Line	City	State	Zip Code	Parcel Owner
LACF159	FS 159	LA County Fire Department	2030 W. 135 <sup>th</sup> Street	Gardena	CA	90249	City of Gardena

**EXHIBIT B**  
**City of Gardena – LACF159**  
**PSBN Equipment List**

- Monopole Tower
- Tower Light Kits (where required by FAA)
- Antenna Support Hardware
- LTE Antennas and line
- Microwave Dishes
- Generator & Fuel
- Automatic Transfer Switch
- Electrical H-Frame
- Equipment Pad
- RBS Radio Cabinet (at all LTE sites)
- BBS Radio Battery Cabinet (at all LTE sites)
- TMR Microwave Cabinet (at sites with microwave)
- BBS Microwave Battery Cabinet (at sites with more than 6 microwave radios)
- MPLS Site Router (at all LTE sites)
- Fiber Network Interface Device (at Fiber Sites)