



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS REGULAR MEETING

Thursday, August 7, 2014 • 9:00 a.m.

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

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

AGENDA POSTED: August 1, 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>.

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

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)

1. July 10, 2014 Special Meeting Minutes
Attachment: Item 1

IV. CONSENT CALENDAR – (None)

V. REPORTS (2–5)

2. Finance Committee Report – Vice Chair Greg Simay
3. Director's Report – Pat Mallon
4. Project Manager's Report – Pat Mallon
Attachment: Item 4
5. Grant Status Report – Pat Mallon

VI. DISCUSSION ITEMS (6)

6. **STATUS OF MEMBER AGENCIES WHO HAVE OPTED OUT OF LA-RICS** – Board Member Mark Alexander

Attachment: Item 6

VII. ADMINISTRATIVE MATTERS (7–11)

7. APPROVE THE FISCAL YEAR 2014-15 PROPOSED LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET

It is recommended that the Los Angeles Regional Interoperable Communications System Authority (Authority) approve the attached Fiscal Year 2014-15 Proposed Operating Budget of \$162,165,000 to be utilized for the continued operation of the Authority.

Attachment: Item 7, A

8. ACCEPT 2013 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) FUNDS

It is recommended that your Board:

- a. Accept \$509,000 in grant funds from the Fiscal Year 2013 SHSGP as distributed through the California Office of Emergency Services (CalOES); and,
- b. Authorize the Executive Director to execute the attached 2013 SHSGP Sub-recipient Agreement between the County of Los Angeles and the Authority.

Attachment: Item 8, A



9. APPROVE A SEVEN YEAR LEASE AGREEMENT WITH EASTGROUP PROPERTIES, LP AT 2525 CORPORATE PLACE, SUITE 100, MONTEREY PARK

It is recommended that your Board:

- a. Find that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) and 15301 of the State CEQA Guidelines (Existing Facilities).
- b. Delegate authority to the Executive Director to execute the lease agreement with EastGroup Properties, LP (Lessor) in substantially similar form to Attachment A, for a maximum first year annual lease cost of \$180,036.
- c. Delegate authority to the Executive Director to acquire furniture, telephone, data, low voltage systems, and tenant improvements at a cost not to exceed \$500,000.

Attachment: Item 9

10. APPROVE SITE ACCESS AGREEMENTS WITH THE CITY OF LOS ANGELES

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

Attachment: Item 10

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, September 4, 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

July 10, 2014

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

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

Representatives For Board Members Present:

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

Officers Present:

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

Absent:

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
Reginald “Reggie” Harrison, Deputy City Manager, City of Long Beach
Miguel Santana, CAO, City of Los Angeles
Bill Walker, Fire Chief, City of Alhambra, representing the Los Angeles Area Fire Chiefs Association
James G. Featherstone, Interim Fire Chief, City of Los Angeles Fire Department
Vacant, City of El Segundo, representing At Large Seat
John Scott, Sheriff, County of Los Angeles
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 – (1-2)

1. May 28, 2014 Special Meeting Minutes; and,
2. June 5, 2014 Regular Meeting Minutes

Chair Bill Fujioka asked for a motion to approve the meeting minutes for both the May 28, 2014 Special Meeting and June 5, 2014 Regular Meeting. Alternate Member Sandy Jo MacArthur motioned, seconded by Alternate Member Ron Villanueva. The Board's consensus was unanimous.

Ayes: 9 – Iizuka, Simay, Fujioka, Villanueva, Mac Arthur, Bennett, Chidester, Farfan, Ramirez

MOTION APPROVED.

IV. CONSENT CALENDAR – (None)

V. REPORTS – (3-5)

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

Executive Director Pat Mallon provided an update on the Funding Plan which was approved by the Board on May 28, 2014. Copies were sent to all Members on June 2, 2014. A corrected Funding Plan (dated June 4, 2014) was subsequently distributed due to typographical errors. As of today, we have received notice of "opt-outs" from the Cities of Palos Verde Estates, Pomona, Calabasas, and Torrance. The councils of two additional cities have voted to "opt-out" but we have not yet received official notices from either Glendale or Gardena. Within those Cities that have Opted-Out, the Cities of Palos Verdes Estates, Pomona and Gardena receive Fire Services from County Fire Department under a Fee for Service Contract. And the City of Calabasas receives Law Enforcement Services through contract with the Sheriff's Department and receives fire services through a Fire Protection district.

On the LTE System, Motorola and our team continue to pursue site assessments. To date, they have completed initial design assessments on all but 6 of the 229 sites. The Motorola Team continues conducting secondary site visits and has completed 146 secondary site visits and we continue to work on the "Right of Entry" permits for some of the sites. We are having some difficulty coordinating 2 sites in West Covina and are currently working on scheduling a meeting with the City of El Segundo.

As far as the Corrective Action Plan that was issued by NTIA, a formal response was submitted to NTIA highlighting the compliance with the submission on Biological and Environmental Assessments and the approval of the Funding Plan, as well as our Project Management Plan. We are awaiting formal response from NTIA and we think it will be within the next week or so.

On the Environmental Documentation, as I had previously advised, we've had some issues with the environmental documentation submitted to the State Historical Planning Office (SHPO) and those issues continue to be resolved. At your June meeting, your Board approved an amendment to the Jacobs contract to enlist their support in resolving some of those concerns. To



date, over 220 of the sites have been surveyed and all sites should be completed this week. The sample Federal Compliance Reports have been submitted for review. The process of producing the Federal Compliance Reports for all sites started this week. NTIA has commented that the environmental FONSI (Finding of No Significant Impact) should be issued sometime this month.

SHPO has approved site borings on 105 of the 229 sites and they lifted a restriction on the depth of the borings considering the geotechnical potential for liquefaction at some of the sites. We will commence the test borings on Monday, July 14, 2014.

In reference to the Contract Status, the LTE contract value remains at \$175,583,275. Amendment 3 was approved by your Board on June 5, 2014, to allow proceeding into Phases II and III on the base contract. Amendment 4 is on your agenda today to allow proceeding into Phases II and III for the two Additive Alternates approved by your Board for the HSS and redundant Evolved Packed Core. There has been no change to the term of the Contract.

With reference to the LMR System, Motorola and the Authority continue to review potential sites for the System. The technical and civil teams reviewed and share information on co-located sites on a weekly basis to see how both the LMR and LTE systems can be best supported. Additionally, the Authority is reviewing coverage maps and percentages that depict site changes either in location or in tower height. We expect that report to come very shortly. Once staff is comfortable with the new site configurations we will bring those changes to your Board for your consideration. We have not pursued any Site Access Agreements for the LMR system to date as we are still in the process of doing the Environmental Impact Report.

On the LMR Contract Status, there has been no change from that reported to you at your last regular meeting. To date, \$36,301,206 has been committed to the project in Phase I. And the Contract Maximum Sum, with Amendments 1 through 7 stands at \$288,074,669.

On the Site Access Agreements, we are continuing our out- reach effort with cities, focusing mainly on LTE sites. Your Board approved Site Access Agreements for County sites at your May 28, 2014, meeting. That will be presented for consideration by the County Board of Supervisors at their July 15, 2014 meeting.

5. Project Manager's Report – Pat Mallon

Pat Mallon stated, the Jacob's report is included in your Agenda Item #4, and includes the project status for Motorola Solutions, Inc.

6. Grant Status Report – Pat Mallon

Pat Mallon stated we are waiting for word from the UASI grant administrator that the UASI '10, '11, and '12 grant performance periods have been extended. We hope to receive that information by the end of this week.

VI. DISCUSSION ITEM (None)



VII. ADMINISTRATIVE MATTERS (7–10)

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.

Pat Mallon read the details for Item 7. In essence, this approval will allow Motorola to proceed with equipment procurement and site development for the Additive Alternates. We neglected to include that in your action for Amendment #3. Board Member Mark Alexander asked, Pat, I assume that County Counsel has reviewed all these Amendments? Pat Mallon stated absolutely.

Chair Bill Fujioka asked for a motion to approve this item. Board Member Mark Alexander motioned, seconded by Alternate Members Nancy Ramirez and Cathy Chidester. The Board's consensus was unanimous.

Ayes: 10 – Iizuka, Alexander, Simay, Fujioka, Villanueva, Mac Arthur, Bennett, Chidester, Farfan, Ramirez

MOTION APPROVED.

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.

Pat Mallon read the details for Item 8. Chair Bill Fujioka asked for a motion to approve this item. Board Member Greg Simay motioned, seconded by Alternate Member Sandy Jo MacArthur. The Board's consensus was unanimous.

Ayes: 10 – Iizuka, Alexander, Simay, Fujioka, Villanueva, Mac Arthur, Bennett, Chidester, Farfan, Ramirez

MOTION APPROVED.



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

Pat Mallon read the details for Item 9. Chair Bill Fujioka asked for a motion to approve this item. Alternate Member Cathy Chidester motioned, seconded by Alternate Member Mark J. Bennett. The Board's consensus was unanimous.

Ayes: 10 – Iizuka, Alexander, Simay, Fujioka, Villanueva, Mac Arthur, Bennett, Chidester, Farfan, Ramirez

MOTION APPROVED.

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.

Pat Mallon read the details for Item 10. Chair Bill Fujioka asked for a motion to approve this item. Board Member Greg Simay motioned, seconded by Alternate Member Cathy Chidester. The Board's consensus was unanimous.

Ayes: 10 – Iizuka, Alexander, Simay, Fujioka, Villanueva, Mac Arthur, Bennett, Chidester, Farfan, Ramirez

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

Board Member Mark Alexander requested a discussion item be added to the next meeting agenda regarding Cities that have Opted-Out. Mr. Alexander asked that the list include the name of each city and a brief description for their reason to Opt-Out.

XII. ADJOURNMENT

Chair Bill Fujioka announced that the next Board meeting will be held on Thursday, August 7th, at the Grace E. Simons Lodge. He further asked for a motion to approve adjournment of the meeting. Alternate Member Sandy Jo MacArthur motioned, seconded by Alternate Member Mark J. Bennett. The Board's consensus was unanimous. Chair Fujioka announced adjournment of this meeting.

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. 28

For July, 2014

Submitted August 1, 2014

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PROGRAM DASHBOARD

CATEGORY	RATING	CHANGE	COMMENTS
Safety	●	No Change	
Quality	●	No Change	Tight schedule to shelter grant funding
Schedule	●	No Change	Grant funding at risk
Cost/Budget	●	No Change	
Risk	●	No Change	
Project Staffing	●	No Change	

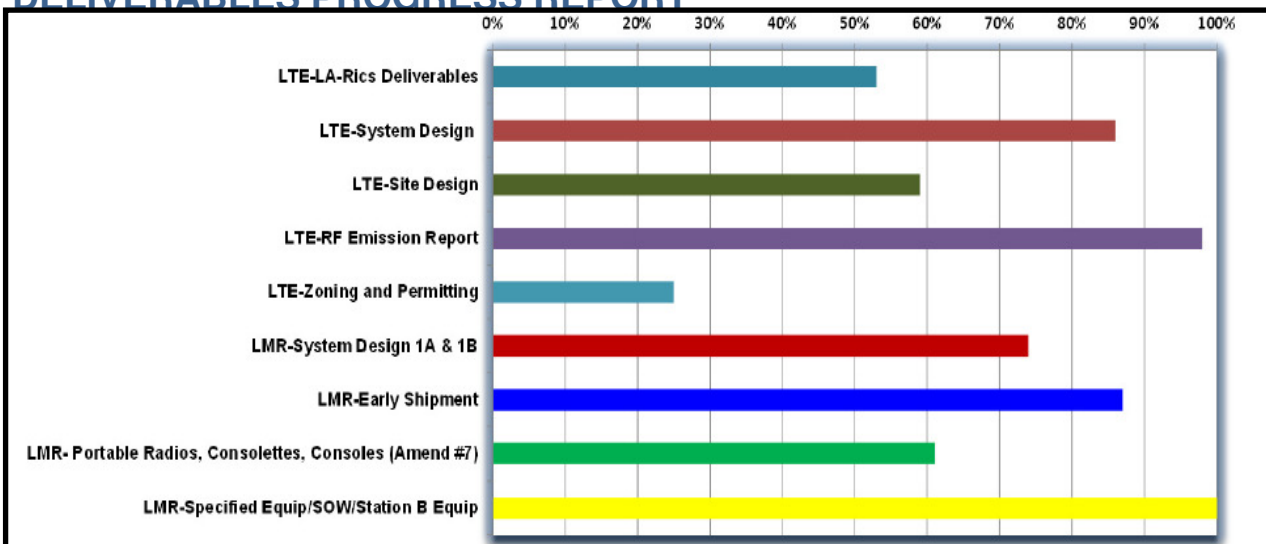
RISK REGISTER

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	
Execute LMR & LTE site use agreements	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 ZONING AND PERMITTING	IN PROGRESS	MAY, 2015
LMR SYSTEM DESIGN	IN PROGRESS	AUGUST, 2015
LMR EARLY SHIPMENT	IN PROGRESS	AUGUST, 2014
LMR PORTABLE RADIOS, CONSOLETTES, CONSOLES (AMEND #7)	IN PROGRESS	SEPTEMBER, 2014
LMR SPECIFIED EQUIP/SOW/STATION B	COMPLETED	MAY, 2014

DELIVERABLES PROGRESS REPORT



LA-RICS MASTER CALENDAR

August 2014 (Proposed)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	<p>4</p> <p>1000- Conference Call with NTIA Environmental Consultants</p> <p>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design & Site Meeting w/MSI</p>	<p>5</p> <p>0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site & System Design Mtg</p>	<p>6</p> <p>1330 – 1500 Weekly Conference Call with UltraSystems</p>	<p>7</p> <p>0900 - JPA BOD Mtg</p>	8	9
10	<p>11</p> <p>1000- Conference Call with NTIA Environmental Consultants</p> <p>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design & Site Meeting w/MSI</p>	<p>12</p> <p>0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site & System Design Mtg</p>	<p>13</p> <p>1330 – 1500 Weekly Conference Call with UltraSystems</p>	<p>14</p> <p>0800 – Site Zoning Mtg</p>	15	16
17	<p>18</p> <p>1000- Conference Call with NTIA Environmental Consultants</p> <p>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design & Site Meeting w/MSI</p>	<p>19</p> <p>0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site & System Design Mtg</p>	<p>20</p> <p>1330 – 1500 Weekly Conference Call with UltraSystems</p>	<p>21</p> <p>0800 – Site Zoning Mtg</p>	22	23
24/31	<p>25</p> <p>1000- Conference Call with NTIA Environmental Consultants</p> <p>1300 – Internal LTE System Design Meeting</p> <p>1400 – LTE System Design & Site Meeting w/MSI</p>	<p>26</p> <p>0900 – WESM Mtg</p> <p>1000 – LMR Weekly Site & System Design Mtg</p>	<p>27</p> <p>1330 – 1500 Weekly Conference Call with UltraSystems</p>	28	29	30

LTE TECHNOLOGY UPDATES

- Received initial draft of the System Detailed Design Review (DDR) Document
- Received revised drafts of the following Functional Description Documents:
 - Roaming Offer Overview
 - IP Plan
- Completed review of the following LTE Functional Description Documents and Design Documents
 - Program Management Plan (PMP)
 - eNodeB Antenna and LOS Survey Set
 - Backhaul Line-Of-Site (LOS) Path Profiles
 - LTE Construction Drawing Template
 - Core Equipment Layout Drawings
- Consolidated Power Supply Activities
 - Completed load study for FCCF
 - Undergoing load study for VDC
- Ongoing backhaul design activities incorporating existing Microwave and fiber networks for backhaul inclusion
- Ongoing Weekly LTE System Design and Site Development Meetings
- Ongoing LTE project reports received weekly/monthly
 - Weekly Status Report
 - Monthly Status Reports
 - Integrated Master Schedule (IMS)

LMR TECHNOLOGY UPDATES

- Received revised drafts of the following Functional Description Documents:
 - Subsystem Description for System Management & Monitoring Subsystem
- Completed review of the following LMR Functional Description Documents and Design Documents
 - Subsystem Design for LARTCS
 - Subsystem Design for Site Interconnect/Backhaul
- 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)

LTE SITES/CIVIL DELIVERABLES

- Provided weekly report/spreadsheet to NTIA
- Review of Motorola IMS, provided status
- Reviewed site sketches, route to stakeholders, consolidated comments, and resolved issues for transmittal to Motorola.
- Release of site for 1A surveys
- Coordinated and/or attend 1A surveys
- Reviewed “template” Geotechnical Investigation Logistic Plans.
- Coordinated and attend geotechnical investigations
- Reviewed “template” construction documents (CDs)
- Provided sample Exhibit A to support city of Los Angeles SAA activities.
- Reviewed/commented on Zoning/50% CDs
- Coordinated/facilitated environmental survey site visits
- Provided exhibits A & B to CEO RED for acquisition of Site Access Agreements
- Prepared draft RFQ LTE-0003 Extend enclosure @ LAFD019
- Provided on-going support to LTE Environmental Consultant
- Submitted and received approval from SHPO to proceed with geotechnical investigation at 105 sites
- Began submission of FCC Form 620s to SHPO for all applicable LTE sites
- Received formal concurrence from USFWS on informal Section 7 consultation
- Continued review and development of the EA
- Facilitated initial site survey visits for primarily Independent City Sites (County and City of LA completed)
- Reviewed site sketches, route to stakeholders, comments, and resolved issues transmittal to Motorola. Release of site for 1A surveys
- Coordinated 1A Surveys at sites predecessors are completed

LMR SITES/CIVIL DELIVERABLES

- Reviewed Motorola IMS, provided status
- Provided site information for EIR: EHP forms
- Reviewed of proposed polygons for inclusion into EIR
- Reviewed Alternate sites list for reduction
- Coordinated/facilitated environmental survey site visits.
- Reviewed LMR sample “generic” site design drawings
- Coordinated with US Forest Service
- Supported outreach with information/spreadsheet materials
- Preparing for LMR Scoping Meetings
- Provided support to early equipment installation @VDC
- Provided site information, including generation for EIR
- Reviewed LMR sample “generic” site drawings
- Prepared draft Initial Study for LMR CEQA compliance
- Prepared draft research design for LMR cultural resources
- Continued preparation for field work for biological and cultural resources surveys for LMR

■ Actual Work ■ Remaining Work ■ Critical Remaining Work
◆ Baseline Milestone ◆ Milestone ◆ Milestone



LMR Master Schedule

Data Date: 19.Jul.14 Prepared on: 28.Jul.14
 Page: 1 of 1
 Project ID: LA RICS_LMR_IMS_repl-2

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Duration % Complete	2013 - 2020																							
							Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
LA-RICS MSI LMR Integrated Master Schedule (IMS) Replan							LA-RICS MSI LMR																							
Phase 1 - LMR System Design							Phase 1 - LMR System Design																							
LMR_389	Authority LMR Project start / Contract Signed	0	0	28.Aug.13 A		100%	◆ Authority LMR Project start / Contract Signed																							
LMR_390	Notice to Proceed Phase 1	0	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	0	24.Oct.13 A	24.Oct.13 A	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	0	24.Oct.13 A	24.Oct.13 A	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)	1	1	30.Jul.14*	30.Jul.14	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)	1	1	30.Jul.14*	30.Jul.14	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	1	28.Apr.15	28.Apr.15	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	1	28.Apr.15	28.Apr.15	0%	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) (three of three)																							
Project Management Plan							Project Management Plan																							
LA-RICS Deliverables							LA-RICS Deliverables																							
LA-RICS Provides Access to Core Sites							LA-RICS Provides Access to Core Sites																							
Early Shipment							Early Shipment																							
Amendment 3 - Specified Equipment Shipment and System on Wheels							Amendment 3 - Specified Equipment Shipment and System on Wheels																							
Amendment 4 - Station B Equipment							Amendment 4 - Station B Equipment																							
Integration of SOW and STB							Integration of SOW and STB																							
Amendment 5 - VDC Core 2 Deployment							Amendment 5 - VDC Core 2 Deployment																							
Amendment 6 - LICENSE COORDINATION FEES FOR REPEATER SITES							Amendment 6 - LICENSE COORDINATION FEES FOR REPEATER SITES																							
Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles							Amendment 7 - Portable Radio Equipment, Consolettes, & Consoles																							
Project Description Preparation							Project Description Preparation																							
Environmental Review							Environmental Review																							
Design Review							Design Review																							
Phase 1a - Licensing Process							Phase 1a - Licensing Process																							
Phase 1b - Submit Required Permits & Approvals							Phase 1b - Submit Required Permits & Approvals																							
Zoning Permit							Zoning Permit																							
Site Design Review Packages 75% Zoning Submittal by Site							Site Design Review Packages 75% Zoning Submittal by Site																							
Building Permits							Building Permits																							
Receive Permit Approvals							Receive Permit Approvals																							
Phase 2 - Site Construction and Site Modification							Phase 2 - Site Construction and Site Modification																							
LMR_1855	Notice to Proceed Phase 2 Received for Materials	0	0		02.Jul.15	0%	◆ Notice to Proceed Phase 2 Received for Materials																							
LMR_1856	Notice to Proceed Phase 2 Received for Sites	0	0		02.Jul.15	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	1	06.Jul.15	06.Jul.15	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	1	06.Jul.15	06.Jul.15	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	1	06.Jul.15	06.Jul.15	0%	Base.22.2.2 Procure and Deliver Builder's Insurance - Phase 2																							
Notice to Proceed Phase 2 for Sites (Broken out by Site #)							Notice to Proceed Phase 2 for Sites (Broken out by Site #)																							
Site Construction Materials							Site Construction Materials																							
Site Build / Modifications							Site Build / Modifications																							
Phase 3 - Supply LMR System Components							Phase 3 - Supply LMR System Components																							
LMR_6425	B.1.6 FCC Licensing	1	1	01.Jul.15	01.Jul.15	0%	◆ B.1.6 FCC Licensing																							
LMR_3893	Notice to Proceed Phase 3	0	0		03.Aug.15	0%	◆ Notice to Proceed Phase 3																							
LMR_6803	Equipment Shipment: Credit for Portable Radio Upgrades	1	1	04.Aug.15	04.Aug.15	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	1	04.Aug.15	04.Aug.15	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 Components	1	1	04.Aug.15	04.Aug.15	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	1	28.Dec.15	28.Dec.15	0%	B.3.9 System Management and Monitoring Subsystem																							
Manufacturing / Staging / Site Development and Test							Manufacturing / Staging / Site Development and Test																							
Phase 4 - LMR System Implementation							Phase 4 - LMR System Implementation																							
LMR_6805	B.4.1.1.1.7 System Management and Monitoring Subsystem	0	0		28.Dec.15	0%	◆ B.4.1.1.1.7 System Management and Monitoring Subsystem																							
LMR_3921	Notice to Proceed Phase 4	0	0		20.Jan.16	0%	◆ Notice to Proceed Phase 4																							
LMR_6807	Credit for Services Performed in Phase 1	1	1	21.Jan.16	21.Jan.16	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	1	21.Jan.16	21.Jan.16	0%	Base.22.2.1 Procure and Deliver Liability Insurance (General and Professional) Phase 4																							
LMR_5045	Base.22.3.2 Procure and Deliver Performance Bond for Phase 4	1	1	21.Jan.16	21.Jan.16	0%	Base.22.3.2 Procure and Deliver Performance Bond for Phase 4																							
RF Emission Safety Report							RF Emission Safety Report																							
Implementation & Testing							Implementation & Testing																							
Warranty - 12 months							Warranty - 12 months																							
Phase 5 - LMR System Maintenance							Phase 5 - LMR System Maintenance																							

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float	% Complete	2014				2015				2016			
								Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
LA-RICS Public Safety Broadband Network (PSBN)								14.Aug.15, LA-RICS Public Safety Broadband Network											
LA-RICS PSBN Project								14.Aug.15, LA-RICS PSBN Project											
PSBN Project								06.Mar.14 A, PSBN Project											
Phase 1 - System Design								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								24.Oct.14, System Design											
Site Design								15.Oct.14, Site Design											
Central Basin								18.Sep.14, Central Basin											
San Fernando								28.Aug.14, San Fernando											
Southern Basin								15.Oct.14, Southern Basin											
Eastern Basin								15.Oct.14, Eastern Basin											
North County								03.Sep.14, North County											
Central Foothills								18.Sep.14, Central Foothills											
No Construction Zone								18.Nov.14, No Construction Zone											
Phase 1a - Acceptance Test Plan Development								09.Dec.14, Phase 1a - Acceptance Test Plan Development											
Phase 1b - Frequency Licensing								12.Dec.14, Phase 1b - Frequency Licensing											
Phase 1c - Zoning and Permitting								28.May.15, Phase 1c - Zoning and Permitting											
Central Basin								19.Mar.15, Central Basin											
San Fernando								27.Mar.15, San Fernando											
Southern Basin								30.Apr.15, Southern Basin											
Eastern Basin								28.May.15, Eastern Basin											
North County								29.Apr.15, North County											
Central Foothills								14.May.15, Central Foothills											
Phase 1d - Order Processing								15.Sep.14, Phase 1d - Order Processing											
Phase 2 - Site Construction and Site Modification								17.Jun.15, Phase 2 - Site Construction and Site Modification											
Site Construction								12.Sep.14, Site Construction											
Central Basin								07.Apr.15, Central Basin											
San Fernando								20.Apr.15, San Fernando											
Southern Basin								19.May.15, Southern Basin											
Eastern Basin								16.Jun.15, Eastern Basin											
North County								08.Jun.15, North County											
Central Foothills								17.Jun.15, Central Foothills											
Site Construction Complete								17.Jun.15, Site Construction Complete											
Phase 3 - Supply PSBN Components								24.Nov.14, Phase 3 - Supply PSBN Components											
Phase 4 - System Implementation								14.Aug.15, Phase 4 - System Implementation											
Phase 4 - System Implementation								17.Sep.14, Phase 4 - System Implementation											
LTE EPC Install & Configuration FCCF								23.Dec.14, LTE EPC Install & Configuration FCCF											
Network Operations Center-Installation & Configuration								23.Dec.14, Network Operations Center-Installation & Configuration											
Special Operations Test - Staging								04.Feb.15, Special Operations Test - Staging											
Implementation								23.Jun.15, Implementation											
Central Basin								09.Apr.15, Central Basin											
San Fernando								22.Apr.15, San Fernando											
Southern Basin								21.May.15, Southern Basin											
Eastern Basin								18.Jun.15, Eastern Basin											
North County								11.Jun.15, North County											
Central Foothills								23.Jun.15, Central Foothills											
System Test								07.Aug.15, System Test											
Training								08.Jun.15, Training											
Overall Project Closeout								14.Aug.15, Overall Project Closeout											
Phase 5 - Warranty and Maintenance								14.Aug.15, Phase 5 - Warranty and Maintenance											



Monthly Report #11

Reporting Period: 06/23/14 thru 07/18/14

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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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 FCC granted the licenses for the 700 MHz TDMA frequencies for use on the Early Equipment shipment. The UHF frequency applications are currently filed and under review by the FCC.






Motorola participated in a meeting to discuss the potential to add a separate two cell overlay system to support both LAPD and LAFD needs. The second round of updates to the Design Review documents with response to the Authorities comments were delivered to the Authority for their for new comments during this period

This month's report for the LA-RICS LMR program covers the reporting period from **6/23/14** through **07/18/14**. For this reporting period the LMR project schedule is being redeveloped to include the Authority's Environmental Impact Report milestone activities. Upon completion of the schedule modification and review by the Authority the schedule will be baselined. As of this reporting period Phase 1 is 46% complete. The primary Phase 1 activities for this period include:

- **LMR System Design 1A & 1B (74% 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, LARTCS and backhaul. The first pass of coverage maps based on the site changes for DVTRS, ACVRS, NMDN, and LARTCS subsystems were delivered for the Authority's review. Session 3 Detailed Design Process began in June 4, 2014 and will continue through September 2014.
- **LA-RICS Deliverables - Authority Site Access Agreements**
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.

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
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	In Process
NEPA FONSI / CEQA Notice of Determination	In Process
Early Equipment	
Issuance of UHF licenses	In Process
Design Review	
DTVRS - Develop final detail design Session 2 & 3	In Process
ACVRS - Develop final detail design Session 2 & 3	In Process
LARTCS - Develop final detail design Session 2 & 3	In Process
NMDN - Develop detail design Session 2 & 3	In Process
Consoles - Develop detail design Session 2 & 3	In Process
Microwave - Develop detail design Session 2 & 3	In Process
Logging Recorder detailed design Session 2 & 3	In Process
Design Review Documents for Session 2 Round 2 Review	Completed

2.2 Tasks Planned for Next Period (07/21/14 thru 08/15/14)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Lease Negotiations & Site Access Use Agreement	On Going
Access to Core Sites	On Going
NEPA FONSI / CEQA Notice of Determination	On Going
Environmental Review & Documentation (Authority)	
Environmental Consultant Initiates CEQA & EHP/NEPA Analysis	On Going
Prepare Preliminary Draft EHP/NEPA Form	On Going
Prepare EIR	On Going
Design Review	
DTVRS - Develop detail design Session 2 & 3	On Going
ACVRS - Develop detail design Session 2 & 3	On Going
LARTCS - Develop detail design Session 2 & 3	On Going
NMDN - Develop detail design Session 2 & 3	On Going
Consoles - Develop detail design Session 2 & 3	On Going

Activity Name	Planned Status
Microwave - Develop detail design Session 2 & 3	On Going
Logging Recorder detailed design Session 2 & 3	On Going
System Management & Monitoring and Network detail design Session 2 & 3	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
LA-RICS Deliverables	
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
Environmental Review & Documentation (Authority)	
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
Design Review	
Review and approve design review documents	On Plan to Finish
Submit for LA-RICS Review & Approval + Sign Building App (Initial Sites)	Start
Phase 1b Submit Required Permits and Approvals	
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

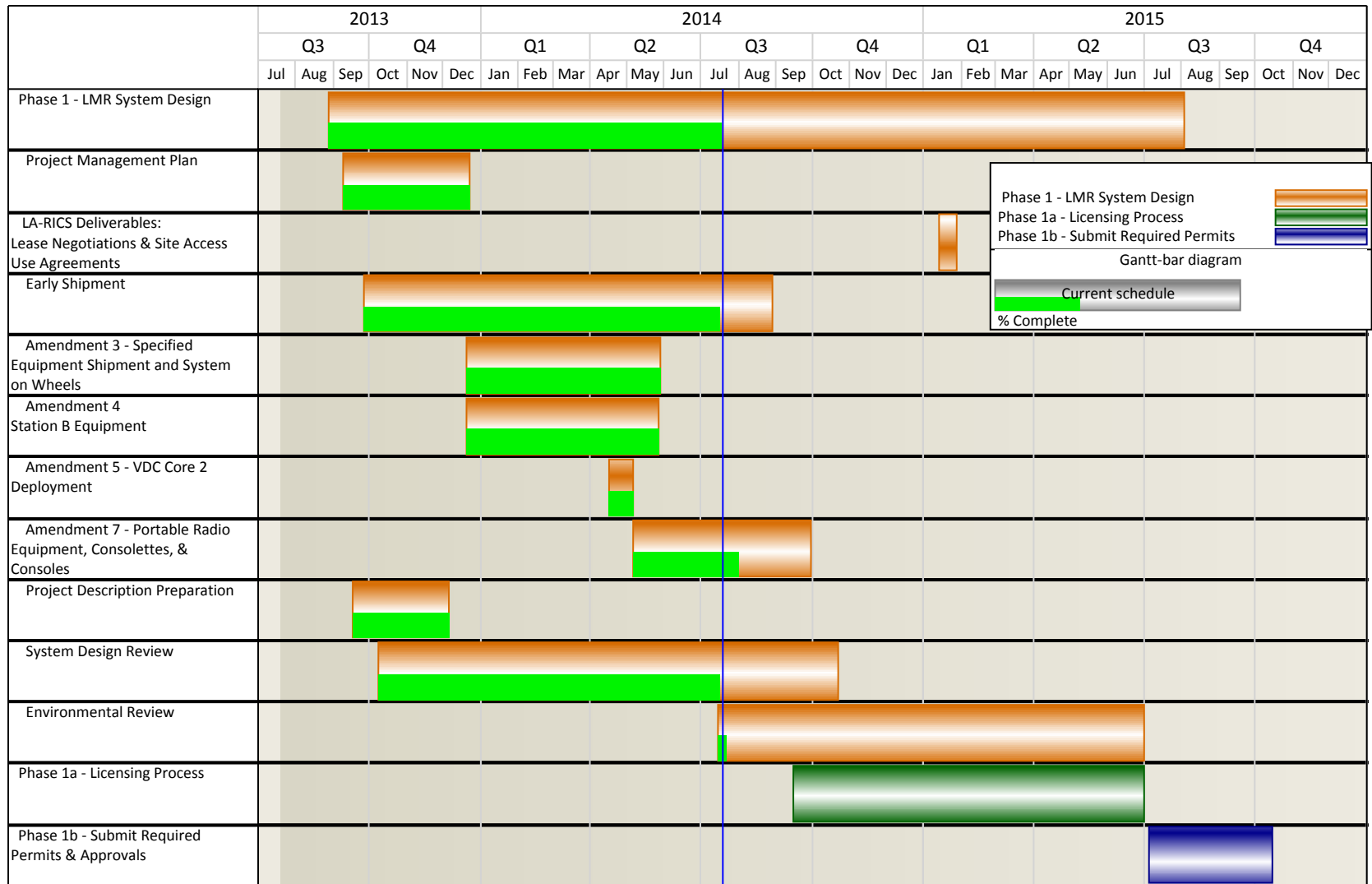
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid. Phase 1 Contract Sum was increased for the incorporation of Amendment 7 for the procurement and implementation of console and subscriber equipment. Amendment 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	(\$ 31,185,920)
Total Invoice Payments This Period	(\$ 61,332)
Remaining Amount to be Paid	\$ 5,053,954

7. LA-RICS Master Schedule

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

Phase 1 - LMR Executive Summary



Snapshot Date: 7/19/2014

LA-RICS LMR MSI



Monthly Report - #05

Reporting Period: 06/23/14 thru 07/18/14

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

Motorola Solutions, Inc.



MOTOROLA SOLUTIONS

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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. Phase 2, Site Construction and Site Modification will begin pending completion of environmental documents and Phase 3, Supply of PSBN Components has begun. 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.

On July 10, 2014 the Board of Directors approved Amendment 4 for Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components of Additive Alternate 1, Home Subscriber Server (HSS) and Additive Alternative 2 Redundant Evolved Packet Core (Redundant EPC).

This report covers the period of time from **06/23/14** through **07/18/14**. The overall project completion date remains at 8/14/15.

Phase 1 consists of LA-RICS Deliverables, Project Management Plans, and System Design and is 52% complete as of this period.

The primary Phase 1 activities for this period include:

- **LA-RICS Deliverables (52% 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.

The following are the reported activities for this period that are a part of the System Design summary task:

- **System Design Activities (86% Complete)**
Core system design is 100% complete. The backhaul system is 50% complete. The Inventory Management Subsystem Design is on a separate development track which is 67% complete as of this period.
- **System Design Review (57% Complete)**
System Design Review consists of the submittal and presentation of the detailed design and the incorporation of Authority edits. The primary system detail design was submitted and the official design review was completed. Motorola is in the process of incorporating the Authority's comments and questions. Another factor of the system design involves the redesign of the backhaul network which is in progress.
- **Site Design Activities (59% 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 178 sketches have been approved. Upon completion of a site sketch approval, a site survey is conducted. 157 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 and specified County properties that require parcel owner agreements. State Historical Preservation Office (SHPO) approval is required prior to conducting any geotechnical/geological site surveying work. The geotechnical survey is required to develop a tower foundation design.






The following are the summary tasks that are a part of the overall program but are not linked under Phase 1 in the schedule:

- Zoning and Permitting (Phase 1c) (25% Complete)
 Activities for this task include the FAA Determination findings, Geotechnical/Geological site surveying reports, Construction Drawings, Zoning package submittals and Building Permit package submittals. As of this reporting period 202 sites have been reviewed and determined by the FAA, 3 sites are in the circulation process for more information and 24 sites are still work in progress. 13 geotechnical/geological surveys and reports have been started as of this reporting period.

The primary Phase 2 effort for this period included procurement initiation activities (monopoles and generators) for the first batch of sites. These activities represent Phase 2 completion rate of 7%.

The primary Phase 3 effort for this period included procurement initiation activities (Evolved Packet Core and site telecommunication equipment - eNodeB) for the first batch of sites. These activities represent Phase 2 completion rate of 17%.

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			Disguised Towers and Site Changes
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
LA-RICS Deliverables	
Site Access Agreements & Right of Entry Permits	In Progress
Provide Access and Escort Schedule to EPC and RAN Sites	In Progress
SHPO Submittal and Approvals	In Progress
Zoning and Permitting Outreach	In Progress
System Design Activities	
Site Network Design Update With Comments	In Progress
Backhaul Design	In Progress
EPC Design Update With Comments	In Progress
Network Management System Design Update With Comments	In Progress
Inventory Management Requirements Evaluation	In Progress
System Design Document Update with Comments	In Progress
RF Emission Report	Completed
Project Description Review	In Progress
Site Design Activities	
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
Zoning & Permitting	
FAA Determination	In Progress
Geotechnical Surveys	In Progress
Construction Drawings	In Progress

2.2 Tasks Planned for Next Period (07/21/14 thru 08/15/14)

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

Activity Name	Planned Status
LA-RICS Deliverables	
Provide Access to Sites	In Progress
Right of Entry Agreements	In Progress

Activity Name	Planned Status
Authority Approvals for Surveys and Geotechnical Studies	In Progress
Site Access Agreements	In Progress
SHPO Submittal and Approvals	In Progress
Zoning and Permitting Outreach	In Progress
System Design Activities	
Incorporate Authority Comments	In Progress
Inventory Management System Design	In Progress
System Design Review & Approval	In Progress
Project Description Review	In Progress
Site Design Activities	
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
Zoning Package Development and Review	In Progress
Zoning and Permitting	
FAA Determination	In Progress
Geotechnical Survey Reports	In Progress
Zoning Package Submittal and Approval	In Progress

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
LA-RICS Deliverables	
Provide Access to Sites	On Going
Right of Entry Agreements	On Going
SHPO Submittal and Approval	On Going
Provide NTP for Phase 4	8/8/14
Receive FONSI Approval	8/28/14
Site Access Agreements	On Going
System Design Activities	
Review Submitted Changes to System Design	On going
Inventory Management System Design Review and Approval	On going
Acceptance Test Plan	
ATP Review and Approvals	Start
Site Design Activities	
Site Walk Escorts	On Going

Activity Name	Start
Site Sketch Approvals	On Going
Authority Approvals for Site Surveys and Geotechnical Studies	On Going
Disguised Tower Determination	On Going
Zoning Package Review and Approval	On Going
Zoning and Permitting	
Zoning Package Submittal and Approval	On Going
Construction Package Review and Approval	On Going
Building Permit Submittal and Approval	Start
Site Construction and Site Modification (Phase 2)	
Notice to Proceed Civil Construction Services (NEPA Approvals by Site)	Start
Supply PSBN Components (Phase 3)	
Inventory PSBN Components	Start
System Implementation (Phase 4)	
EPC & Network Management Installation Testing	Start

3. Project Risk Register

For this monthly report there are two 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
Independent City Participation & Site Changes	LA-RICS	Medium	Removing sites or change in site locations may pose a risk of delaying the backhaul design completion	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

ID	Event / Circumstance	Remedial Action Taken or Required
		remaining submitted sketches and begin 1A site surveys.
03-01	SHPO	Currently, 105 sites have a limited SHPO to authorize geotechnical borings. This is required at all new tower sites for the completion of 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

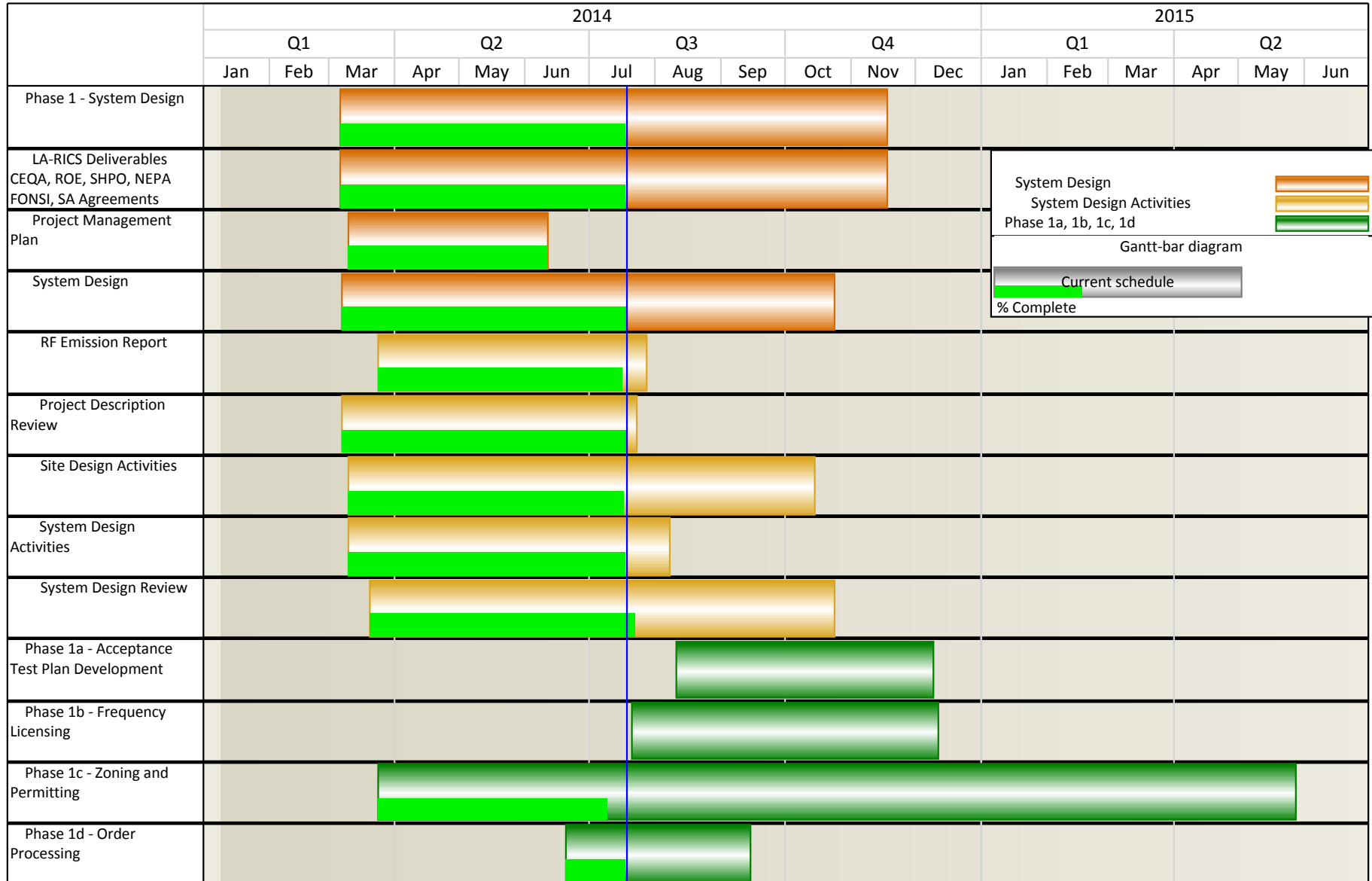
The following represents the invoice payments that were completed during the reporting period and the remaining amount to be invoiced and paid. On April 7, 2014 the Authority issued a Notice To Proceed (NTP) for Amendment 2 to add detailed design services to Phase 1 for Additive Alternate 1 – Home Subscriber 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. On July 10, 2014, Amendment 4 was approved by the Board of Directors to include Phases 2 & 3 for Additive Alternate 1 & 2. NTP 4 is expected to be issued by July 31, 2014. When NTP 4 is issued the contract value will increase from \$102,372,636 to \$105,335,284.

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



PSBN Executive Summary layout_07-27-14.xlsx

Snapshot Date: 7/19/2014

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

August 7, 2014

TO: LA-RICS AUTHORITY BOARD OF DIRECTORS

FROM: PATRICK J. MALLON
EXECUTIVE DIRECTOR

A handwritten signature in blue ink, appearing to read "PJM", is placed to the right of the printed name and title.

STATUS OF MEMBER AGENCIES WHO HAVE OPTED OUT OF LA-RICS

At the July 10, 2014 Board of Directors Meeting, Board Member Mark Alexander requested a report on the number of member agencies that have opted out of LA-RICS Membership to date, along with the reason why they chose to do so.

To allow for further discussion, this information is shown on the attached matrix.

PJM

Attachment

Member Agencies who have Opted Out

Member Agencies	Explanation of Decision
City of Azusa Date of Withdrawal: 07/23/14	<p>Police Chief Gonzalez and City Manager Makshanoff in a memo to the City Council stated that the cost to the City of Azusa for use of the LA-RICS system by the Los Angeles County Fire Department has not yet been published. Due to the method of calculation (i.e., ½ of Azusa square mileage and ½ of Azusa population being attributed to Azusa Police use of LA-RICS system; the other ½ of population and ½ of square mileage attributed to fire department use) it is anticipated that the Fire Department will incur an amount equal to that indicated for Police Services. Accordingly, it is anticipated that the Los Angeles County Fire Department will pass through to the City of Azusa the amounts equal to the above annual costs for police radio service, however, that has not yet been determined. The value of Azusa's assets (e.g., antennas, antenna sites and radio frequencies) has not yet been established by LA-RICS; however, the required Hard Match annual contribution has been set as \$3,563.</p> <p>At this time the Chief of Police does not believe it is in the best financial, technical and operational interest of the City of Azusa to remain a member of LA-RICS, thus is recommending withdrawal from the LA-RICS JPA. If the city chooses to join LA-RICS at a later time, it may do so, but the cost for doing so has not yet been determined.</p>
City of Calabasas Date of Withdrawal: 06/11/14	<p>City Manager Anthony Coroalles provided a letter indicating the City's withdrawal from LA-RICS; however, no official documentation was provided to the City Council. A phone call was placed to the City Manager regarding when the City Council took formal action and the reasons for withdrawing from LA-RICS.</p>

City of Gardena Date of Withdrawal: 07/15/14	
Explanation of Withdrawal of Membership	Police Chief Ed Medrano of Gardena in his Staff Report to City Council stated that while supportive of LA-RICS, City staff has determined that it is not in the best financial, technical and operational interest of the City at this juncture to remain a member of LA-RICS without having a clearer understanding of the costs, service level and overall viability of the system over a fifteen to thirty-year horizon.
City of Glendale Date of Withdrawal: 07/24/14	
Explanation of Withdrawal of Membership	City Manager Scott Ochoa in his Staff Report to City Council provided an analysis of LA-RICS and Glendale needs and determined that an attractive feature of the LA-RICS system is that it increases the coverage area of local agencies to a Los Angeles Countywide radio system. However, Glendale radio users currently have such capabilities through its partnership with other agencies in the Interagency Communications Interoperability System (ICIS), which has operated as a JPA since 2003. Of note, it was recently verified that there is a technology integration path between the ICIS and LA-RICS network, contained within the LA-RICS vendor contract which allows full interoperability between both radio networks. Of significant importance, is the LA-RICS LTE grant requirement that services be offered to non-member agencies of the JPA on a subscription basis. As host city of the ICIS radio system, Glendale is compelled by the ICIS JPA to provide its members 24 months advance notice of its intent to separate from the JPA. Of late, ICIS has been approached by many independent cities expressing interest in joining the JPA, with the City of Santa Monica submitting a formal letter of intent to join. Based on the foregoing, at this time staff does not believe it is in the best financial, technical and operational interest of the City of Glendale to remain a member of LA-RICS, thus it is recommending withdrawal from the LA-RICS JPA.

City of Palos Verdes Estates Date of Withdrawal: 05/27/14	
Explanation of Withdrawal of Membership	Resolution No. R14-21 states that LA-RICS has not determined the specific and actual cost that the City of Palos Verdes Estates will be required to pay for the LMR and LTE as part of the City's continued membership in the LA-RICS JPA and the City has determined that it would not be in the best interests of the City to participate in a program where neither the short-term or long-term cost to be incurred by the City have been fully defined.
City of Pomona Date of Withdrawal: 06/17/14	
Explanation of Withdrawal of Membership	The Chief of Police in his Staff Report to City Council stated that he does not believe that cost and other issues related to remaining in LA-RICS for use by the Pomona Police Department is beneficial to the City and that the participation in LA-RICS is beneficial to the City of Pomona.

City of Torrance Date of Withdrawal: 06/19/14	
Explanation of Withdrawal of Membership	<p>City Manager LeRoy Jackson in his Staff Report to City Council stated that there are a lot of unknowns to the LA-RICS system. The first two unknowns are: what are we buying and how much will it cost? The LTE Broadband system will require immediate contributions in order to meet the 10% grant matching fund requirement for the unknown system. He also stated that it is important to note that LA-RICS would only provide the "backbone" system for both the LMR and LTE systems. Equipment to operate on the system would still be the responsibility of individual member agencies and would require cities to purchase equipment that is compatible with the LA-RICS system. Torrance has estimated this to be a substantial investment. The City Manager believes that the South Bay region currently has a functioning interoperable safety communication system. There is a possibility of enhancing the current system by interfacing with Interagency Communication Interoperability System (ICIS). ICIS has a Joint Powers Agreement with sixteen cities including Burbank, Pasadena, Glendale, Pomona, Culver City, Beverly Hills, and many San Gabriel Valley cities. His report also included information that if Torrance withdraws from LA-RICS, we would still need to seek membership or subscription to the LMR system; however, since the funding plan has been modified to eliminate the replacement fund, there would appear to be no penalty. Therefore, it is the conclusion of the City Manager that the City of Torrance should submit a letter of withdrawal to LA-RICS.</p>



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

PATRICK J. MALLON
EXECUTIVE DIRECTOR

August 7, 2014

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

Dear Directors:

**APPROVE THE FISCAL YEAR 2014-15 PROPOSED LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY OPERATING BUDGET**

SUBJECT

It is recommended that the Los Angeles Regional Interoperable Communications System Authority (Authority) approve the attached Fiscal Year 2014-15 Proposed Operating Budget of \$162,165,000 to be utilized for the continued operation of the Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The attached Proposed Operating Budget will allow the Authority to expend funding on, among other things, County of Los Angeles (County) project team, executed contracts, travel and training, services and supplies, equipment, Lease, and Liability and Commercial Property Insurance.

FISCAL IMPACT/FINANCING

Federal grants will fund \$161,152,000 of grant-funded expenditures, excluding the Broadband Technologies Opportunity Program (BTOP) Cash Match requirement of \$13,078,000. To date, the County has provided \$4,313,000 towards the Cash Match. For Fiscal Year 2014-15, the BTOP Cash Match in the Proposed Budget will be provided by the County of Los Angeles as a loan until a Member financing solution is reached. In addition to Federal Grant revenue, \$1,013,000 will be contributed by members in FY 2014-15, as stated in the adopted Funding Plan.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The County's Treasurer and Tax Collector and Auditor-Controller have reviewed the recommended action. The Authority's Finance Committee approved recommendation of the Fiscal Year 2014-15 Proposed Operating Budget.

Respectfully submitted,


PATRICK J. MALLON
LA-RICS EXECUTIVE DIRECTOR

Attachment

c: County Counsel
Treasurer and Tax Collector
Auditor-Controller

**Los Angeles Regional Interoperable Communications System (LARICS)
Proposed Operating Budget
Fiscal Year 2014-15**

FINANCING USES	FY 2012-13 ACTUALS	FY 2013-14 BUDGET	FY 2013-14 ESTIMATED	FY 2014-15 PROPOSED
Grant Funded Expenditures				
Los Angeles County Project Team	5,772,333	4,998,000	3,888,889	5,083,000
BTOP Cash Match (1)	2,202,267		1,722,712	2,663,000
County Contribution/UASI/SHSGP Grants	3,570,066		2,166,177	2,420,000
Travel & Training	32,496	200,000	70,022	150,000
BTOP	24,268		46,251	100,000
County Contribution/UASI/SHSGP Grants	8,228		23,771	50,000
Supplies	49,638	150,000	134,319	130,000
BTOP	0		0	130,000
County Contribution	49,638		134,319	0
Admin and Legal Contractors	308,355	556,000	255,784	520,000
BTOP	137,248		122,501	307,500
County Contribution/UASI/SHSGP Grants	171,107		133,283	212,500
Miscellaneous * (2)	0	20,000	235	50,000
BTOP	0		0	50,000
County Contribution	0		235	
Capital Assets & Furniture	28,856	150,000	10,731	100,000
BTOP	0		0	100,000
County Contribution	28,856		10,731	
Other Charges* (3)	0	100,000	21,722	155,000
BTOP	0		0	155,000
County Contribution	0		21,722	
Lease, Tenant Improvements & Other Services - Suite 100 & 200	0	0	0	400,000
BTOP	0		0	400,000
Contractors/Consultants Services	2,743,554	135,260,000	37,973,859	167,642,000
BTOP	879,171	84,975,000	4,136,209	130,006,000
BTOP Cash Match (1)	0	7,000,000	0	10,415,000
UASI	0	37,337,000	30,619,628	23,462,000
SHSGP	1,864,383	5,948,000	3,218,022	3,759,000
Total Grant Funded Expenditures (4)	6,732,965	134,434,000	40,632,849	161,152,000
Member Funded JPA Operations				
Los Angeles County Project Team				243,000
Travel & Training				50,000
Supplies				120,000
Admin and Legal Contractors				100,000
Capital Assets & Furniture				100,000
Lease, Tenant Improvements & Other Services - Suite 100 & 200				400,000
Total Member Funded JPA Operation				1,013,000
Total Financing Uses				162,165,000
FINANCING SOURCES				
Federal Grant Revenue				161,152,000
Member's Contribution				1,013,000
Total Available Financing				162,165,000
BTOP Cash Match (1)				13,078,000

* (1) BTOP Cash Match will be provided by the County of Los Angeles as a loan until a Member financing solution is reached. LA-RICS Members will be responsible for the repayment of the BTOP Cash Match effective 7/1/2015.

* (2) Fees including utilities fees for testing each site, rental fees for Grace E. Simmons Lodge, etc.

* (3) Liability Insurance for LA-RICS JPA and Commercial Property Insurance

* (4) Excludes Cash Match

**LA-RICS
FY 2014-2015**

PROJECT SUPPORT STAFF	Yearly Costs (Salary & Employee Benefits)	
<u>DISTRICT ATTORNEY (DA)</u>		
Fiscal Officer I		140,457
Administrative Deputy II		211,917
DA Total	\$	352,374
<u>TREASURER & TAX COLLECTOR (TTC)</u>		
Senior Secretary III		92,027
TTC Total	\$	92,027
<u>PARKS & RECREATION (PR)</u>		
Administrative Services Manager I		133,768
PR Total	\$	133,768
<u>PROBATION (PB)</u>		
Administrative Services Manager I		136,410
Executive Assistant		179,800
PB Total	\$	316,210
<u>FIRE (FR)</u>		
Senior Management Secretary III		112,383
FR Total	\$	112,383
<u>ISD</u>		
Administrative Services Manager II		145,119
ISD Total	\$	145,119
<u>UNFILLED POSITIONS</u>		
Administrative Services Manager I		136,410
Administrative Services Manager III		184,488
Accounting Officer II		121,004
Staff Assistant II (2)		184,303
Senior Secretary III		92,027
Unfilled total	\$	718,231

PROJECT SUPPORT STAFF	Yearly Costs (Salary & Employee Benefits)	
<u>Auditor Controller (A/C)</u>		
S&EB		
Principal Accountant		10,191
Supervising Accountant		14,655
Accountant III		5,265
Accountant II		30,262
S&S		
Travel Administrative Cost		500
Single Audit		50,000
A/C Total	\$	110,873

**LA-RICS
FY 2014-2015**

<u>County Counsel</u>		
Principal/Senior County Counsel (4)		802,305
County Counsel Total	\$	802,305

PROJECT SUPPORT STAFF	Yearly Costs (Salary & Employee Benefits)	
<u>Internal Services Department (ISD)</u>		
Administrative Manager XIII		218,076
Sr. Telecom Systems Engineer (5)		512,280
Supervising Telecom System Engineer		188,451
ISD Total	\$	918,807

<u>LOS ANGELES COUNTY SHERIFF (LASD)</u>		
S&EB		
Lieutenant (1)		244,997
Sergeant (2)		426,094
Deputy (4)		607,999
Operations Assistant III (1)		105,071
S&EB Total	\$	1,384,161
S&S		
Human Resources & Procurement Services		40,000
Station B & Station On Wheel (SOW) MOU		200,000
LASD Total	\$	1,624,161

Total of Los Angeles County Services	\$	5,326,000
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**CONTRACTS
FY 2014-2015**

ADMIN AND LEGAL CONTRACTORS	Maximum Contract Sum	Funding Source
Executive Director	215,000	50% BTOP & 50% LMR Grants
Legal Services	105,000	LMR Grants
MISC Contracts (CPA Firm / Audit Preparation)	100,000	100% BTOP
County DPW, CEO RED, Regional Planning	<u>200,000</u>	50% BTOP & 50% Member's Contribution
	620,000	
CONTRACTORS/CONSULTANTS SERVICES	Maximum Contract Sum	Funding Source
Project Construction Management* (1)	3,836,000	BTOP
	3,000,000	SHSGP11
	250,000	SHSGP12
	509,000	SHSGP 13
	1,594,000	UASI 11
Broadband Engineering	2,190,000	BTOP
CEQA Environmental Consultant	335,000	BTOP
Telecommunications Contract* (2)	123,645,000	BTOP
	10,415,000	BTOP Cash Match
	5,235,000	UASI 10
	16,633,000	UASI 11
Total Contractors/Consultants Services	\$ 167,642,000	

* (1) Amounts based on Jacob's Contract, Estimates & Projected Schedule

* (2) Amounts based on Motorola's Contract & Projected Schedule

Executive Summary:

Project Overview

The Los Angeles Regional Interoperable Communication System (LA-RICS) is a modern collaborative effort of law enforcement, fire service, and health service professionals with the goal to provide a single, unified voice and data communication platform for all regional public safety agencies. When completed, LA-RICS will cover over 4,000 miles of diverse terrain and serve over 34,000 first responders working across 85 municipalities. LA-RICS will incorporate both a land mobile radio ("LMR") system and a wireless broadband data system. The LMR system will be a P25 digital, trunked system while the data system will be built using long term evolution ("LTE") wireless standards. LA-RICS will allow interagency coordination and response to routine, emergency, and catastrophic events.

A Joint Powers Authority ("Authority") has been established in January 2009, to engage in regional and cooperative planning and coordination of governmental services. The JPA Board includes 17 Directors who represent a cross-section of first responder stakeholders who all share in the decision-making process, and has responsibility for setting policy and providing oversight on behalf of the Authority's Members. The following details the proposed FY 2014-15 LA-RICS Operating Budget.

LA-RICS Proposed Operating Budget Fiscal Year 2014-15

Grant Funded Expenditures

Land Mobile Radio System (LMR). Expenditures reimbursable under the Urban Area Securities Initiative (UASI) and the State Homeland Security Grant Program (SHSGP).

Long Term Evolution (LTE). Expenditures reimbursable under Broadband Technologies Opportunity Program (BTOP).

Los Angeles County Project Team

Cost associated with salaries and employee benefits of project staff from various County of Los Angeles (County) departments, assigned to the LA-RICS project through a Master Agreement and Memorandum of Understanding between the Authority and the County Chief Executive Office (CEO). Project staff provide support relating to daily operations of the project, including services listed below, illustrated in the LA-RICS organizational chart.

LOS ANGELES COUNTY PROJECT TEAM	Yearly Costs (Salary & Employee Benefits)
<u>DISTRICT ATTORNEY (DA)</u>	
Fiscal Officer I (Fiscal lead)	140,457
Administrative Deputy II (Administrative Chief)	211,917
DA Total	\$ 352,374
<u>TREASURER & TAX COLLECTOR (TTC)</u>	
Senior Secretary III (Committee Secretary/Admin Support)	92,027
TTC Total	\$ 92,027
<u>PARKS & RECREATION (PR)</u>	
Administrative Services Manager I (Grants Analyst)	133,768
PR Total	\$ 133,768
<u>PROBATION (PB)</u>	
Administrative Services Manager I (Contracts Analyst)	136,410
Executive Assistant (Executive Director Support)	179,800
PB Total	\$ 316,210
<u>FIRE (FR)</u>	
Senior Management Secretary III (Board & Director Secretary)	112,383
FR Total	\$ 112,383
<u>ISD</u>	
Administrative Services Manager II (Contracts Manager)	145,119
ISD Total	\$ 145,119
<u>UNFILLED POSITIONS</u>	
Administrative Services Manager I (Fiscal Support)	136,410
Administrative Services Manager III (Planning Lead)	184,488
Accounting Officer II (Fiscal Support)	121,004
Staff Assistant II (2) (Administrative Support)	184,303
Senior Secretary III (Operations Support)	92,027
Unfilled total	\$ 718,231

LOS ANGELES COUNTY PROJECT TEAM**Yearly Costs
(Salary & Employee Benefits)****AUDITOR CONTROLLER (A/C)****S&EB**

Principal Accountant (Fiscal Agent Lead)	10,191
Supervising Accountant (Fiscal Agent support)	14,655
Accountant III (Fiscal Agent support)	5,265
Accountant II (Fiscal Agent support)	30,262

S&S

Travel Administrative Cost (Cost associated with use of County Travel Agent)	500
Single Audit (Annual audit fee)	50,000

A/C Total	\$	10,873
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COUNTY COUNSEL

Principal/Senior County Counsel (4) (Counsel to the Authority, billed on as-needed basis)	802,305
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County Counsel Total	\$	802,305
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INTERNAL SERVICES DEPARTMENT (ISD)

Administrative Manager XIII (Lead Engineer)	218,076
Sr. Telecom Systems Engineer (5) (Engineering Support)	512,280
Supervising Telecom System Engineer (Engineering Support)	188,451

ISD Total	\$	918,807
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LOS ANGELES COUNTY SHERIFF (LASD)**S&EB**

Lieutenant (1) (Operations Lead)	244,997
Sergeant (2) (Operations support)	426,094
Deputy (4) (Operations support)	607,999
Operations Assistant III (1) (Operations support)	105,071

S&EB Total	\$	1,384,161
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S&S

Human Resources & Procurement Services (Recruitment support services)	40,000
Station B & Station On Wheel (SOW) MOU (O&M of SOW)	200,000

LASD Total	\$	1,624,161
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Total Los Angeles County Project Team	\$	5,326,000
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Los Angeles County Project Team Financing Sources

County of Los Angeles loan – BTOP Cash Match	2,663,000
UASI/SHSGP Grants	2,420,000
Member Funded JPA Operations	243,000

TOTAL	\$	5,326,000
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Travel & Training

Cost associated with project staff travel and training supporting the project goals and mission.

<u>Travel & Training - Financing Sources</u>		
BTOP		100,000
UASI/SHSGP Grants		50,000
Member Funded JPA Operations		50,000
TOTAL	\$	200,000

Supplies

Cost associated with supplies required for daily operations at the LA-RICS Headquarters. The FY 14-15 Recommended Budget reflects a \$100,000 increase from the previous Fiscal Year to accommodate office expansion.

<u>Supplies - Financing Sources</u>		
BTOP		130,000
Member Funded JPA Operations		120,000
TOTAL	\$	250,000

Admin and legal Contractors

Cost associated with grant funded professional services agreements and contracts between the Authority and consultant for various services, including: LA-RICS Executive Director, legal services executed contract for support in matters relating to the Federal Communications Commission (FCC), Audit Preparation support earmark of \$100,000 for a contract to be brought before the Board for approval, if needed, as well as support from the County of Los Angeles Department of Public Works for Building & Safety and other construction/permit-related support, CEO Real Estate Division for site access negotiations and execution, and the Department of Regional Planning for zoning and construction support.

ADMIN AND LEGAL CONTRACTORS	Maximum Contract Sum	Funding Source
Executive Director	215,000	50% BTOP & 50% LMR Grants
Legal Services (FCC Support)	105,000	LMR Grants
MISC Contracts (CPA Firm / Audit Preparation)	100,000	100% BTOP
County DPW, CEO RED, Regional Planning	<u>200,000</u>	50% BTOP & 50%Member's Contribution
	620,000	
<u>Admin and Legal Contractors - Financing Sources</u>		
BTOP		307,500
UASI/SHSGP Grants		212,500
Member Funded JPA Operations		100,000

TOTAL	\$	620,000
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Miscellaneous

Cost associated with miscellaneous fees, including Utilities fees required for the testing the PSBN sites as they are deployed, as well as rental fees for use of public meeting facilities.

<u>Miscellaneous - Financing Sources</u>		
BTOP		50,000
TOTAL	\$	50,000

Capital Assets & Furniture

Cost associated with fixed asset purchases made by the Authority to support daily operations.

<u>Capital Assets & Furniture - Financing Sources</u>		
BTOP		100,000
Member Funded JPA Operations		100,000
TOTAL	\$	200,000

Other Charges

Includes cost associated with LA-RICS JPA Insurance and Commercial Property Insurance.

<u>Other Charges - Financing Sources</u>		
BTOP		155,000
TOTAL	\$	155,000

Lease, Tenant Improvements & Other Services – Suite 100 & 200

Cost associated with Lease of LA-RICS office at 2525 Corporate Place, Suite 150 & 200, Monterey Park, CA 91754.

<u>Lease, Tenant Improvements & Other Services Financing Sources</u>		
BTOP		400,000
Member Funded JPA Operations		400,000
TOTAL	\$	800,000

Contractors/Consultants & Misc. Services

This includes consultant fees project management, engineering, environmental studies, and construction.

CONTRACTORS/CONSULTANTS SERVICES	Maximum Contract Sum	Funding Source
Project Construction Management* (1) (Jacobs Contract)	3,836,000	BTOP

	3,000,000	SHSGP11
	250,000	SHSGP12
	509,000	SHSGP 13
	1,594,000	UASI 11
Broadband Engineering (Televate Contract)	2,190,000	BTOP
CEQA Environmental Consultant (Ultrasystems Contract)	335,000	BTOP
Telecommunications Contract* (2) (Motorola Contract)	123,645,000	BTOP
	10,415,000	BTOP Cash Match
	5,235,000	UASI 10
	16,633,000	UASI 11
Total Contractors/Consultants & Misc. Services	167,642,000	

* (1) Amounts based on Jacob's Contract, Estimates & Projected Schedule

* (2) Amounts based on Motorola's Contract & Projected Schedule

Contractors/Consultants Services - Financing Sources

BTOP	130,006,000
County of Los Angeles loan – BTOP Cash Match	10,415,000
UASI/SHSGP Grants	27,221,000

TOTAL	\$	167,642,000
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Total Grant Funded Expenditures (\$161,152,000) exclude the BTOP Cash Match line items in FY 14-15. The BTOP Cash Match expenditures (\$13,078,000) are being provided by the County of Los Angeles as a loan until a Member financing solution is reached. LA-RICS Members will begin repayment of BTOP Cash Match expenditures effective July 1, 2015, in accordance with the Adopted Funding Plan.

Member Funded JPA Operations - Cost associated with non-grant funded salaries and employee benefits of project staff, which include 50% of the salary and employee benefits corresponding to the following positions:

- *Administrative Deputy II*
- *Fiscal Officer I*
- *Administrative Services Manager I (Grants)*

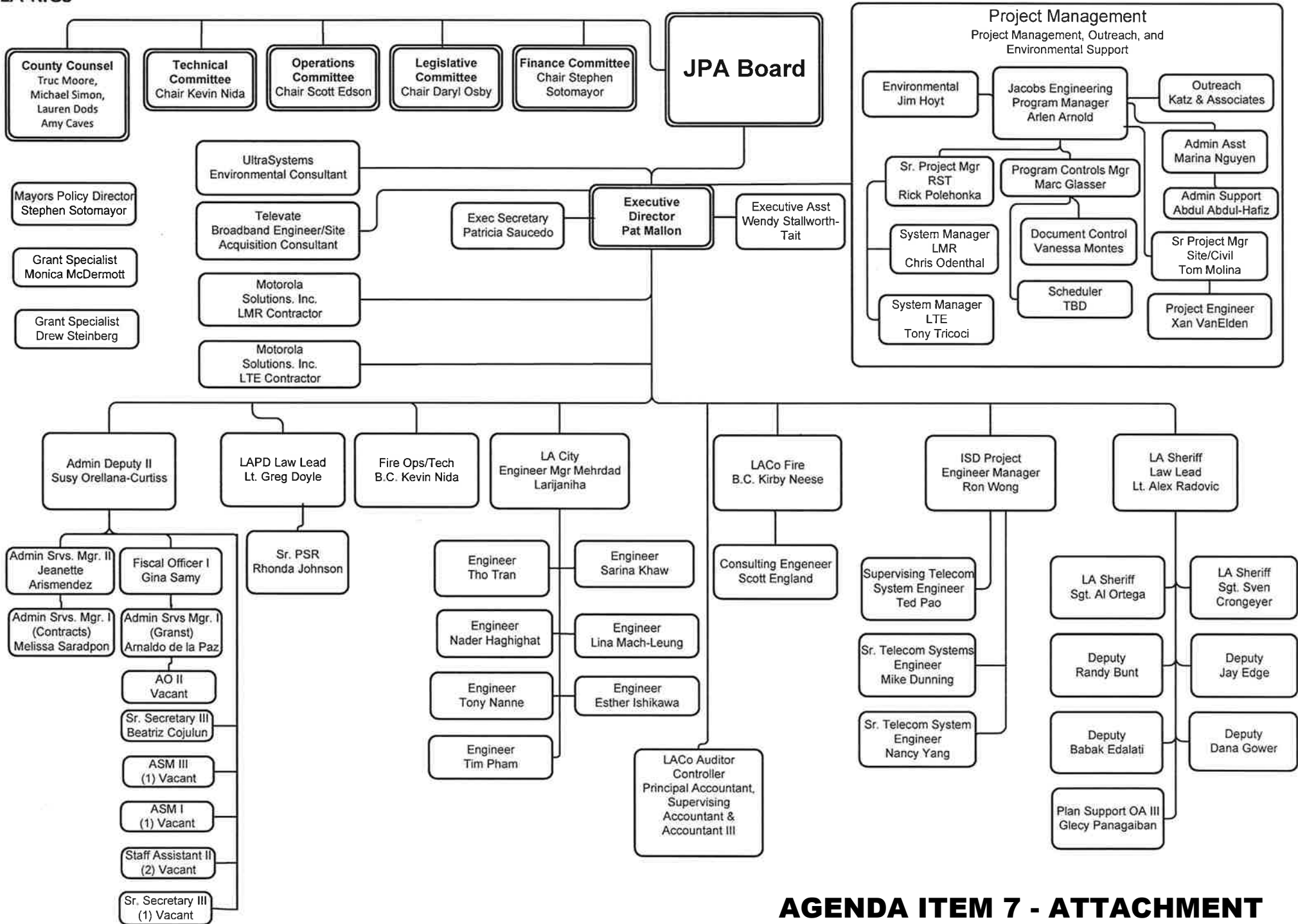
These positions are 50% grant-funded by the BTOP (LTE) grant, but have been deemed unallowable for grant reimbursement by the SHSGP/UASI (LMR) grants as these positions are considered management and administration, and thus are included in the Member Funded JPA Operations line item.

In addition, the following were also deemed unallowable by the LMR grants, thus included in the Member Funded JPA Operations line item:

- *Certain travel & training supporting the project goals;*
- *Supplies required for daily operations;*
- *Costs associated with non-grant funded professional services agreements for work performed by the County Department of Public Works, CEO Real Estate Division and Regional Planning; and*
- *Fixed asset, furniture purchase, and lease of LA-RICS offices.*



LA-RICS ORGANIZATION CHART





**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

PATRICK J. MALLON
EXECUTIVE DIRECTOR

August 7, 2014

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

Dear Directors:

ACCEPT 2013 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) FUNDS

SUBJECT

Board approval is requested to accept the LA-RICS Project's allocation of the 2013 State Homeland Security Grant Program (SHSGP) funds.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept \$509,000 in grant funds from the Fiscal Year 2013 SHSGP as distributed through the California Office of Emergency Services (CalOES); and,
2. Authorize the Executive Director to execute the attached 2013 SHSGP Sub-recipient Agreement between the County of Los Angeles and the Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board's adoption of the sub-recipient agreement will allow the Authority to request reimbursement for approved project expenditures. Approved project expenditures for the SHSGP 2013 grant include the following:

Planning: Detailed Project Design for the Land Mobile Radio system.

FISCAL IMPACT/FINANCING

This grant is fully funded by the Department of Homeland Security through CalOES. There is no matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended action.

AGREEMENTS/CONTRACTING

The recommended action will authorize the Executive Director to execute the SHSGP sub-recipient agreement with the County of Los Angeles. As previously approved by your Board and reflected in the Authority's Fiscal Manual, any additional contracts and purchases will be requisitioned, solicited and purchased in accordance with the County's purchasing and contracting policies and procedures, as have been adopted by your Board.

Respectfully submitted,



PATRICK J. MALLON
LA-RICS EXECUTIVE DIRECTOR

Attachment

c: Counsel to the Authority



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

July 18, 2014

Pat Mallon, Director
LA-RICS JPA
2525 Corporate Place, Suite 200
Monterey Park, CA 91754

Dear Mr. Mallon:

2013 HOMELAND SECURITY GRANT PROGRAM SUBRECIPIENT AGREEMENT

On December 3, 2013, the Los Angeles County (County) Board of Supervisors accepted the 2013 Homeland Security Grant Program (HSGP) for the HSGP Los Angeles County Operational Area. The County requires a formal Subrecipient Agreement between the Los Angeles Regional Interoperable Communications System (LA-RICS) and the County which outlines the requirements of the grant and provides the guidelines to follow for HSGP reimbursement of eligible expenses.

You will find enclosed details of your approved project(s) for the 2013 HSGP under Exhibit E and two copies of the Subrecipient Agreement (SA) between LA-RICS and Los Angeles County. Both copies of the SA including exhibit pages A, B, C and D must be executed with original signatures in blue ink by the appropriate staff (Exhibit D also requires each page to be initialed in the lower right corner).

Signed agreements should be returned to:

Chief Executive Office
Attn: Craig Hiramawa
County Disaster Administrative Team
222 South Hill Street, 2nd Floor
Los Angeles, CA 90012

Mr. Hiramawa will obtain the required County signatures and return a fully executed original of the SA to you. Please be aware that any sole source, aircraft, watercraft, and/or environmental clearances must be approved by the State prior to your jurisdiction incurring any costs related to the item(s) requiring such clearances.

"To Enrich Lives Through Effective And Caring Service"

AGENDA ITEM 8 - ATTACHMENT

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Pat Mallon, Director
July 18, 2014
Page 2

If you have any questions, your staff may contact Mr. Hirakawa at (213) 974-1127 or by email at chirakawa@ceo.lacounty.gov.

Sincerely,

WILLIAM T FUJIOKA
Chief Executive Officer



Alvia Shaw
Interim Manager

WTF:AS:sc

Enclosures

Subrecipient Agreement

Between the County of Los Angeles and

**The Los Angeles Regional Interoperable
Communications System
Joint Powers Authority**

Grant Year 2013

Homeland Security Grant Program

**SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES
AND
THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
JOINT POWERS AUTHORITY**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles"), and the Los Angeles Regional Interoperable Communications System Joint Powers Authority, a public agency (the "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 44 C.F.R. through the Office of Grants and Training (G&T), has provided financial assistance from the Homeland Security Grant Program (HSGP), Catalog of Federal Domestic Assistance (CFDA) 97.067 directly to the California Governor's Office of Emergency Services (Cal OES) for the 2013 HSGP; and

WHEREAS, the Cal OES provides said funds to the County of Los Angeles as its Subgrantee, and the Chief Executive Officer (CEO) is responsible for managing and overseeing the HSGP funds that are distributed to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, exercise and planning management needs of the Subrecipient, and to assist the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2013 HSGP grant from Cal OES for the Subrecipient in the amount of \$509,000; and

WHEREAS, the CEO now wishes to distribute 2013 HSGP grant funds to the Subrecipient, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on December 3, 2013 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. Los Angeles Regional Interoperable Communications System Joint Powers Authority, a public agency, 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 must be given are as follows:

- 1. The representative of the County of Los Angeles is, unless otherwise stated in this Agreement:

Alvia Shaw, Interim Director
Chief Executive Office, Los Angeles County (LAC)
222 S. Hill Street, 2nd Floor
Los Angeles, CA 90012
Phone: (213) 974-7315
Fax: (213) 687-3765
ashaw@ceo.lacounty.gov

With a copy to:
Craig Hirakawa, Grants Manager
Chief Executive Office, LAC
222 S. Hill Street, 2nd Floor
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
chirakawa@ceo.lacounty.gov

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2. The representative of Subrecipient is:

Name and Title: Patrick J. Mallon
Executive Director

Organization: Los Angeles Regional Interoperable
Communications System (LA-RICS)

Address: 2525 Corporate Place, Suite 200

City/State/Zip: Monterey Park, CA 91754

Phone: 323-881-8291

Fax: 323-264-0718

Email: pat.mallon@la-rics.org

With a copy to:

Name and Title: Susy Orellana-Curtiss
Administrative Services Manager III

Organization: Los Angeles Regional Interoperable
Communications System (LA-RICS)

Address: 2525 Corporate Place, Suite 200

City/State/Zip: Monterey Park, CA 91754

Phone: 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 must be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the event of personal delivery or email, the message will be deemed communicated upon receipt by the County of Los Angeles. In the event of mail service, the message will be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must 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 County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must 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 County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient must provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certifications and Disclosures Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient must 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.
- B. Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Grant Assurances – Non-Construction Programs, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2013 to March 31, 2015, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2013 HSGP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County of Los Angeles review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal OES during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient must utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient must review the Federal Debarment Listing at <http://www.epls.gov/epls/search.do> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract of \$100,000 or more, justification must be presented to CEO, who upon review will request approval from Cal OES. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient must provide any reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports must be in the form requested by the County of Los Angeles, and must be provided by the 15th of the following month. Subrecipient must timely submit claims for reimbursement.
- F. Subrecipient must provide a copy of their Annual Single Audit Report, as required by Office of Management and Budget circular A-133, to CEO no later than March 31st of the year following the reporting period.
- G. Subrecipient must provide a Corrective Action Plan to CEO within 30 days of any audit finding.
- H. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal OES grant program requirements. The County of

Los Angeles anticipates that said monitoring will include, at a minimum, one on-site visit during the term of this Agreement.

- I. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <http://www.rkb.us> and the Funding Guidelines of the 2013 HSGP, Funding Opportunity Announcement, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the 2013 HSGP can be found at Office of Management and Budget Circular A-102, Title 44 C.F.R. Part 13.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under 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;
 2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement 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.
- J. Equipment acquired pursuant to this Agreement will be subject to the requirements of Title 44, C.F.R. Part 13.32. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000, but acquired under the "Equipment" category of the Grant must also be listed on any required Equipment Ledger.
 1. Equipment must 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 must make Equipment available for use on other like 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 must be given to other programs or projects supported by the awarding agency.

3. An Equipment Ledger must be maintained listing each item of Equipment acquired with HSGP funds. The Equipment Ledger must be kept up to date at all times. Any changes must be recorded in the Ledger within ten (10) business days and the updated Ledger is to be forwarded to the County of Los Angeles' Auditor-Controller Shared Services Division. The Equipment Ledger must include: (a) description of the item of Equipment, (b) manufacturer's model and serial number or other identification number, (c) the fund source/grant year of acquisition of the Equipment, including the award number, (d) date of acquisition, (e) the acquisition cost of the Equipment, (f) percentage of Federal participation, (g) location and condition of Equipment and (h) disposition data, including date and sale price, if applicable. Records must be retained pursuant to Title 44 C.F.R. Part 13.32.
 4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Ledger at least once every two years or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Ledger to the County of Los Angeles, in the frequency as above.
- K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement or subsequent grant year programs.
- L. Any training paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <http://www.ojp.usdoj.gov/odp/training.htm>.
- M. Any exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- N. Subrecipient must provide to County of Los Angeles a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to County of Los Angeles prior to final execution of the Agreement.
- O. Any organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$509,000 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2013 HSGP Grant Award Letter from Cal OES.
- B. Subrecipient must submit invoices to the County of Los Angeles Auditor-Controller Shared Services Division requesting payment as soon as expenses are incurred and paid, and the required supporting documentation is available. Said timeframe should be within ten (10) business days of Subrecipient's payment to vendors and/or prescribed due dates by CEO and/or Cal OES. Each reimbursement request must be accompanied by the Reimbursement Form (attached hereto as Exhibit G). All appropriate back-up documentation must be attached to the reimbursement form, including purchase orders, invoices, proof of payment and packing slips.

For training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from Cal OES and that a Cal OES tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise and submit proof of State approval of the AAR with the reimbursement request.

For planning reimbursements, Subrecipient must include a copy of the final tangible product as a result of the planning project.

- C. The County of Los Angeles may, at its discretion, and with Cal OES approval, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon completion of an approved project, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

- D. Payment of final invoice will be withheld by the County of Los Angeles until the County of Los Angeles has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County of Los Angeles will make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and do not, and will not be deemed to, affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement will be construed according to its fair meaning and not strictly for or against either party.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder must comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement will be enforced and interpreted, as applicable, under the laws of the United States of America, the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement is 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 remainder of the Agreement will not be affected thereby.

Applicable Federal or State requirements that are more restrictive will be followed.

§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. Breach

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 all events, no party may recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not do any of the following, unless it has first obtained the written permission of the County of Los Angeles:

- 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.

§406. Permits

Subrecipient and its officers, agents and employees must obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and must pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapse, non renewal or restriction of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient must 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, Subrecipient must 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. Subrecipient must 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).

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, will be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision will apply and will be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to 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 Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof 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.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents may 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, 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 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" means domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient may not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient must disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references are made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

- H. The Subrecipient covenants that no member, officer or employee of Subrecipient may have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient must incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and must substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analyses, 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.).

§411. Statutes and Regulations Applicable To All Grant Contracts

- A. Subrecipient must comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must 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 must 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

Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. 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 subcontract entered into by Subrecipient, relating to this Contract, to the extent allowed hereunder, will be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither may any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement may be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient must 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 must require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County of Los Angeles regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, must be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period 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 County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient must, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts include but are not limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient must, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor agreements. The Subrecipient must submit all Subcontractor agreements to the County of Los Angeles for review prior to the release of any funds to the Subcontractor. The Subrecipient must withhold funds to any Subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor agreement.

8. Labor

Subrecipient must , as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

Subrecipient must 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 USC §§1501-1508 and 7324-7328).

Subrecipient must, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds may be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient must, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 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 disabilities; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) that may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient must , as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient must comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (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. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient must, 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.

Subrecipient must, as applicable, comply 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.

Subrecipient must, 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.

Subrecipient must, as applicable, ensure that the facilities under its ownership, lease or supervision that are utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient must, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient must comply, as applicable, with the provision 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.

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient must, as applicable, comply with Title 2 C.F.R. Part §3000, regarding Suspension and Debarment, and Subrecipient must submit a Certification Regarding Debarment, attached hereto as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification must be submitted to the County of Los Angeles concurrent with the execution of this Agreement and must 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 must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

13. Drug-Free Workplace

Subrecipient must, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient must complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient must require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors certify accordingly.

14. Lobbying Activities

Subrecipient must, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant

Subrecipient must 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 must, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 44 CFR Part 13; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for

Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

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.

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

2. Travel Expenses

Subrecipient, as provided herein, will be compensated for Subrecipient's 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 must be included in the contract budget(s). All travel, including out-of-State travel, that is not included in the budget(s) will not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates may not exceed the amounts established under the grant.

3. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2013 Funding Opportunity Announcement and in the "Grant Assurances", attached hereto as Exhibit D. By signing these Grant Assurances and accepting the Funding Opportunity Announcement, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. Subrecipient will be liable to the Grantor for any funds the State determines that Subrecipient used in violation of these Grant Assurances. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

§412. Federal, State and Local Taxes

Federal, State and local taxes are the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and must be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project 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, the Subrecipient must report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles will report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State will determine whether to seek protection on the Invention. The State will 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, Title 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, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient

hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

County of Los Angeles will 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 State or the terms of this Agreement, when copyrightable material (Material) is developed under this Agreement, the County of Los Angeles, at its discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State will have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient must comply with Title 24 CFR 85.34.

D. Rights to Data

The State and the County of Los Angeles will 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 Title 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 State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

Subrecipient must require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient must comply with California Family Code Section 5230 et seq. as applicable.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all of the Subrecipient's contractors and sub-contractors.

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

§502. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, does not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation or other communication with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes (23) pages and (7) Exhibits which constitute the entire understanding and agreement of the parties.

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

COUNTY OF LOS ANGELES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

_____ Date

By _____
SACHI A. HAMA
Executive Officer, Board of Supervisors

By _____
JOHN NAIMO
Acting Auditor-Controller

APPROVED AS TO FORM

JOHN F. KRATTLI
County Counsel

BY _____
Senior Deputy County Counsel

BY _____
Los Angeles Regional Interoperable
Communications System
Executive Director (Signature)

PATRICK J. MALLON
(Print Name)

_____ Date

APPROVED AS TO FORM

BY _____
County Counsel (Signature)

TRUC L. MOORE
(Print Name)

_____ Date

EXHIBITS

- Exhibit A Certification and Disclosures Regarding Lobbying
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions and
- Exhibit C Certification Regarding Drug-Free Workplace
- Exhibit D Certification of Grant Assurances
- Exhibit E Final Grant Award Letter and Worksheet
- Exhibit F Funding Guidelines
- Exhibit G Reimbursement Form and Instructions

**DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET**

Continuation of 10 a-b: additional sheets may be added if necessary

Reporting Entity:

_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip

Continuation of 14: (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction
Standard Form – LLL-A

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE
COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

Los Angeles Regional Interoperable Communications System (LA-RICS)
CONTRACTOR/BORROWER/AGENCY

Patrick J. Mallon, Executive Director

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance 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 on 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, 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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT REQUIREMENTS

The Contractor certifies that it will provide a drug-free workplace, in accordance with State law and State Employment Development Department (EDD) Directive No. D907 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of this 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 this program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the County within ten days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted by taking appropriate personnel action against such an employee, up to and including termination.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

Los Angeles Regional Interoperable Communications System (LA-RICS)
CONTRACTOR/AGENCY

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

California Governor's Office of Emergency Services
FY 2013 Grant Assurances
(All HSGP Applicants)

Name of Applicant: Los Angeles Regional Interoperable Communications System
Address: 2525 Corporate Place, Suite 200
City: Monterey Park State: CA Zip Code: 91754
Telephone Number: 323-881-8291 Fax Number: 323-264-0718
E-Mail Address: pat.mallon@la-rics.org

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

1. Will assure that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2013 HSGP Funding Opportunity Announcement.
2. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prepare for, prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
3. 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 Governor's Office of Emergency Services (Cal OES).
4. 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 and Urban Area Security Initiative) or fiscal years.
5. Will comply with any cost sharing commitments included in the FY2013 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
6. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
7. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
8. Will require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS/FEMA access to records, accounts, documents, information, facilities, and staff.
 - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS/FEMA or Cal OES.
 - b. Recipients must give DHS/FEMA and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to

- facilities, personnel, and other individuals and information as may be necessary, as required by DHS/FEMA and Cal OES program guidance, requirements, and applicable laws.
- c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/FEMA and Cal OES officials and maintain appropriate documentation to support these reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/FEMA/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Recipient, or the Recipient settles a case or matter alleging such discrimination, Recipients must forward a copy of the complaint and findings to the DHS/FEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
9. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.
 10. 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) the baseline level of capability as defined by the Fusion Capability Planning Tool.
 11. Will initiate and complete the work within the applicable timeframe, in accordance with grant award terms and requirements, after receipt of approval from Cal OES, and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
 12. Will provide timely, complete and accurate progress reports, and maintain appropriate documentation to support the 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 these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.
 13. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
 14. Agrees to be non-delinquent in the repayment of any federal debt. Examples of relevant debt may be found in OMB Circular A-129, form SF-424, item #17, and include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
 15. Will comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, Recipient or subrecipient of federal payments shall submit a false claim for payment, reimbursement or advance. Administrative remedies may be found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.
 16. Will comply with all federal and state laws, executive orders, regulations, program and administrative requirements, cost principles, audit requirements, policies and any other terms and conditions applicable to this award.
 17. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

18. Will comply with Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215; requirements for allowable costs/cost principles in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27); OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
19. Will comply with all provisions of the Federal Acquisition Regulations including, but not limited to, Title 48 CFR Part 31.2, Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
20. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
21. 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 connections.
22. 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 and Cal OES.
23. Will comply with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, *et seq.*, and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.
24. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
25. Will comply with Title 2 of the Code of Federal Regulations regarding duplication of benefits, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in this agreement may not be charged to other federal awards to overcome fund deficiencies.
26. Will ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
27. 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.
28. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964, Public Law 88-352,(42 U.S.C. § 2000d *et seq.*) , as amended, which prohibits discrimination on the basis of race, color and national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of gender.
 - c. The Americans with Disabilities Act, as amended, which prohibits Recipients from discriminating on the basis of disability (42 U.S.C. § 12101 *et seq.*).
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in any program receiving federal financial assistance.
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.
 - f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - g. 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.
 - h. Sections 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.
 - i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*, as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
 - j. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - k. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made and any other applicable statutes.
 - l. Will, 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 or race, color, religion, national origin, gender, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
29. Will comply 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 provides 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 interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
30. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
31. Will 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. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and

Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA and Cal OES and the appropriate State Historic Preservation Office.

32. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA Grants Program Directorate EHP.
33. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc
34. 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 OES and the DHS/FEMA 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.
35. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
 - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), 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, and California Code of Regulations, Title 14, Chapter 3 Sections 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.
36. 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, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
37. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

38. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
39. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
40. 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."*
41. 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. The Recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding and 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 funds received which exceed the approved, actual expenditures as determined 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. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
 - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
 - e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
42. Will comply 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 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).
43. 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.
44. 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.
45. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract,

subaward, or other agreement for goods or services that will include access to classified national security information if the Award Recipient has not been approved for and granted access to such information by appropriate authorities.

46. Agrees that where an Award Recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subrecipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
47. Immediately upon determination by the Award Recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the Award Recipient shall contact ISPB, and the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov
Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

48. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.
49. For purposes of this award term, the following definitions will apply:
 - a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
 - b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C, as a governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
 - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see § 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
 - d. "Subrecipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the federal funds provided by the subaward.

50. 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. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements.
51. 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.
52. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
53. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement. 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 FY2013 Homeland Security Grant Program application. Further, use of FY13 funds is limited to those investments included in the California FY13 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
54. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
55. Will comply with OMB Standard Form 424B Assurances – Non-construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.
56. 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”. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the Applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. Applicant certifies that it and its principals:
 - a. 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.
 - b. 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.

- c. 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
 - d. 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.
57. Will comply with requirements to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
58. Will comply with requirements that publications or other exercise of copyright for any work first produced under federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. The Recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of government sponsorship (including award number) to any work first produced under an award.
59. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
60. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
61. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. The Recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
62. Will comply with the requirements of the government-wide award term which implements § 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
63. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance; national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI,

Recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

64. Will comply with the requirements of 42 U.S.C. § 7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
65. Will comply with the requirements of the federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.
66. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 *et seq.*, which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
67. Will comply with the requirements of § 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate state or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
68. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*), which provides that no federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
69. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of § 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
70. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective,

bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

71. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
- a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in § 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
 - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
 - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.
 - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. the total federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.
72. 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: _____

Printed Name of Authorized Agent: Patrick J. Mallon

Title: Executive Director Date: _____

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



September 20, 2013

William T. Fujioka
Chief Executive Officer
Los Angeles County
500 West Temple St.
Los Angeles, CA 90012

SUBJECT: NOTIFICATION OF SUBGRANTEE AWARD APPROVAL
FY 2013 Homeland Security Grant Program (HSGP)
Grant # 2013-00110 Cal OES ID# 037-00000
Subgrantee Performance Period: August 29, 2013 to May 31, 2015

Dear Mr. Fujioka:

The California Governor's Office of Emergency Services (Cal OES) has approved your FY13 Homeland Security Grant Program (HSGP) award in the amount of \$9,296,087. Once your completed application is received and approved, you may request reimbursement of eligible grant expenditures using the Cal OES Financial Management Forms Workbook available at www.caloes.ca.gov.

During the review process, a Cal OES representative examined and evaluated your FY13 HSGP grant application. As a result of this review, some of your funded projects may have been assigned performance milestones shorter than the subgrantee performance period, based in part on information provided in your application and submitted workbook. Performance milestones will be used by Cal OES to both determine the appropriate date to disencumber funds awarded under this grant and re-direct them to other needs across the State and as indicators of performance and grant management capacity in future competitive grant applications.

Activities:	Amount	Completion Date
All Projects	\$4,648,044	8/31/14

Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center (EOC) projects, projects requiring EHP review and sole source procurement requests will require additional approvals from Cal OES. Subgrantees must obtain written approval for these activities **prior** to incurring any costs, in order to be reimbursed for any related costs under this grant. Subgrantees are required to obtain a performance bond for any equipment item over

3650 SCHRIEVER AVENUE, MATHER, CA 95655
GRANTS MANAGEMENT
(916) 845-8506 TELEPHONE, (916) 845-8511 FAX

Mr. William T. Fujioka
September 20, 2013
Page 2

\$250,000, or any vehicle, aviation, or watercraft (regardless of the cost) financed with homeland security dollars. Please submit performance bonds to your Program Representative.

Following acceptance of this award, you must enter your grant information into the U.S. Office of Grants and Training, Grant Reporting Tool (GRT), for the December 2013 Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>. Semi-annual performance reports must be prepared and submitted to Cal OES via the GRT for the duration of the grant period or until all activities are completed and the grant is formally closed. Failure to submit performance reports could result in grant reduction, suspension, or termination.

This grant is subject to all policies and provisions of the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within ten days of receipt, and keep a copy for your files. For further assistance, please feel free to contact your Cal OES Program Representative or the Homeland Security Grants Unit (HSGU) at (916) 845-8510.

Sincerely,



MARK S. GHILARDUCCI
Director



William T. Fujioka, Chief Executive Officer
Los Angeles County

10-3-13

Date

LA-RICS
2013 HSGP Projects

Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated
13	C	Strengthen Communications Capabilities	HSGP-SHSP	LE	HSGP-Planning	Develop and Enhance Plans, Protocols and Systems	509,000

Item Number	Project	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Part of a Procurement over 100k	Sole Source Involved	Estimated Cost
13	C	LA-RICS Project to design a Telecommunications System. Contractor will provide a detailed project design of the Land Mobile Radio (LMR) system	HSGP-SHSP	LE	HSGP-Develop and Enhance Plans, Protocols and Systems	Consultants	Detailed Project Design - A Land Mobile Radio system design (hardcopy) prepared by the contractor.	Yes	No	509,000

Appendix C – Funding Guidelines

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

In general, grantees should consult with their FEMA Headquarters Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established by the FOA. Funding guidelines established within this section support the five mission areas—Prevention, Protection, Mitigation, Response, and Recovery—and associated core capabilities within the NPG.

Management and Administration (SHSP, UASI, and OPSG)

Management and administration (M&A) activities are those defined directly relating to the management and administration of HSGP funds, such as financial management and monitoring. The amount of M&A is specified in each year's FOA. For additional information on SHSP and UASI M&A, refer to IB 365. For additional clarification on OPSG M&A, refer to IB 378. Both IBs can be found at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

Allowable Investments made in support of the HSGP priorities as well as other capability-enhancing projects must fall into the categories of planning, organization, exercises, training, or equipment.

Indirect Cost Rate

Indirect costs are allowable only if the applicant has an approved indirect cost rate with the cognizant Federal agency. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application. Indirect costs will be evaluated as part of the application for Federal funds to determine if allowable and reasonable.

Planning (SHSP, UASI, and OPSG)

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities and that support Performance Objectives such as THIRA, SPR and Planning, by placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in CPG 101 v.2. Development and maintenance of a THIRA must align to CPG 201. Planning must include participation from all stakeholders in the community who are able to contribute critical perspectives and may have a role in executing the plan. Planning should be flexible enough to address incidents of varying types and magnitudes.

Grantees must use the *CPG 101 v.2: Developing and Maintaining Emergency Operations Plans* in order to develop robust and effective plans. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.

Organization (SHSP and UASI Only)

Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corp Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- 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. All States are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a recipient of a grant, the Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Organizational activities under SHSP and UASI include:

- **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

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion centers analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State,*

Local, and Tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. 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. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing shortfalls in analytic capability identified during the fusion center's annual assessment.

- **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.

- **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. 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 for staffing State or Major Urban Area fusion centers;
 - Hiring of contracted security for critical infrastructure sites;
 - Participation in Regional Resiliency Assessment Program (RRAP) activities;
 - Public safety overtime;
 - 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); and
 - Increased border security activities in coordination with CBP, as outlined in IB 135.

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 (50%) 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 (SHSP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for 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.

Grantees (including sub-grantees) that are using HSGP funds for emergency communications equipment should comply with the *FY 2013 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. *SAFECOM Guidance* can be found at <http://www.safecomprogram.gov/grant/Default.aspx>. Grantees investing in broadband-related investments should review IB 386: Clarification on Use of DHS/FEMA Public Safety Grant Funds for Broadband-Related Expenditures and Investments, and consult their FEMA Headquarters Program Analyst on such Investments before developing applications. Relocating existing systems operating in the T-Band is also allowable.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must 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, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's the period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

Training (SHSP and UASI)

States, territories, and Urban Areas may use HSGP funds to develop and/or maintain 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 and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance shortfall identified through

an After Action Report/Improvement Plan (AAR/IP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training shortfalls. Any training or training shortfalls, including those for vulnerable populations including children, the elderly, pregnant women, and individuals with disabilities or access and functional needs, 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 Emergency Operations Plan (EOP) components or specific annexes, and validation of completed corrective actions from previous exercises or real world events, where applicable. Grantees are encouraged to use existing training rather than developing new courses. When developing new courses, grantees are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model of instruction design (<https://www.firstrespondertraining.gov>).

Exercises (SHSP and UASI)

Exercises conducted with FEMA support should be managed and executed in accordance with HSEEP. HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://hseep.dhs.gov>.

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

All States and Urban Areas are required to conduct a Training and Exercise Planning Workshop (TEPW) and develop and/or update a Multi-Year Training and Exercise Plan (TEP) on an annual basis. This plan should be informed by the principles and tenants of the National Exercise Program (NEP). Such plans should take into consideration anticipated training and exercise needs of the respective jurisdiction for at least the immediate year, with exercises being targeted to provide responders the opportunity to utilize training received. The plan should include a training and exercise schedule along with the States' and Urban Areas' priority capabilities to assist in focusing the allocation of available exercise resources. This Plan is to be submitted to the State's respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the Plan to hseep@dhs.gov. All scheduled training and exercises included in the Plan should be entered in the HSEEP National Exercise Schedule (NEXS) System, located in the HSEEP Toolkit on the HSEEP website. A TEPW user guide and a template of the Multi-Year Training and Exercise Plan can be found on the HSEEP website at <https://hseep.dhs.gov>. States and Urban Areas are also encouraged to participate in their respective FEMA Regional Training and Exercise Workshop (conducted annually) and coordinate/integrate CDC PHEP, ASPR HPP, State and Urban Area exercise initiatives accordingly.

Other Federally funded preparedness programs have similar exercise and training requirements. Exercise and training activities should be coordinated across the

jurisdiction(s) to the maximum extent possible to include the Whole Community and to foster better coordination working relationships across the enterprise.

Grantees must develop AAR/IPs following the completion of exercises funded under this program; the use of HSEEP is strongly encouraged. AAR/IPs are to be submitted to hseep@dhs.gov. Please ensure the documents are encrypted (password-protected) and the password is also sent to hseep@dhs.gov via a separate email.

Maintenance and Sustainment (SHSP, UASI, and OPSG)

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. With the exception of maintenance plans purchased incidental to the original purchase of the equipment, the period covered by a maintenance or warranty plan must not exceed the period of performance of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the NPG by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Law Enforcement Terrorism Prevention Allowable Costs (SHSP and UASI Only)

The following activities are eligible for use of LETPA focused funds:

- Maturation and enhancement of designated State and major Urban Area fusion centers, including information sharing and analysis, threat recognition, and terrorist interdiction, and training/ hiring of intelligence analysts;
- Implementation and maintenance of the Nationwide SAR Initiative (NSI), including training for front line personnel on identifying and reporting suspicious activities;
- Implementation of the "If You See Something, Say Something™" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. Note that DHS requires that the Office of Public Affairs be given the opportunity to review and approve any public awareness materials (e.g., videos, posters, tri-folds, etc.) developed using

HSGP grant funds for the “If You See Something, Say Something™” campaign to ensure these materials are consistent with the Department’s messaging and strategy for the campaign and the initiative’s trademark;

- Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities that may be targeted by violent extremist radicalization; and the development and implementation of projects to partner with local communities to prevent radicalization to violence, in accordance with the Strategic Implementation Plan (SIP) to the National Strategy on Empowering Local Partners to Prevent Violent Extremism in the United States; and
- Increase physical security, via law enforcement personnel and other protective measures by implementing preventive and protective measures related to at-risk nonprofit organizations.

For additional information, refer to the Building Law Enforcement Terrorism Prevention Capabilities priority within Appendix B – *Program Specific Priorities*.

Critical Emergency Supplies (SHSP and UASI Only)

In furtherance of DHS’s mission, critical emergency supplies, such as shelf stable food products, water, and basic medical supplies are an allowable expense under SHSP and UASI. Prior to allocating grant funding for stockpiling purposes, each State must have FEMA’s approval of a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

The inventory management plan and distribution strategy, to include sustainment costs, will be developed and monitored by FEMA GPD with the assistance of the FEMA Logistics Management Directorate (LMD). GPD will coordinate with LMD and the respective FEMA Region to provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. GPD and LMD will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the State’s inventory management plan and distribution strategy.

States (through their Emergency Management Office) are strongly encouraged to consult with their respective FEMA Regional Logistics Chief regarding disaster logistics-related issues. States are further encouraged to share their FEMA approved plans with local jurisdictions and Tribes to meet minimum inventory management plan requirements when using FEMA grant funds.

Construction and Renovation (SHSP and UASI Only)

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15 percent (15%) of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of Federal interest. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD using the guidelines in EHP Supplement prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award. Completed EHP review materials for construction and communication tower projects must be submitted no later than 12 months before the end of the period of performance. EHP review materials should be sent to gpdehpinfo@fema.gov.

HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

OPSG funds may not be used for any type of construction.

Personnel (SHSP and UASI)

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but is not limited to: training and exercise coordinators, program managers for activities directly associated with SHSP and UASI funded activities, intelligence analysts, and statewide interoperability coordinators (SWIC). A personnel cost cap of up to 50 percent (50%) of total SHSP and UASI program funds may be used for personnel and personnel-related activities. Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; 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.

For further details, SAAs should refer to IB 358 or contact their FEMA Headquarters Program Analyst.

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.

Definitions for hiring, overtime, backfill-related overtime, and supplanting remain unchanged from FY 2012 HSGP.

Operational Packages (OPacks) (SHSP and UASI)

Applicants may elect to pursue operational package (OPack) funding, such as Canine Teams, Mobile Explosive Screening Teams, and Anti-Terrorism Teams, for new capabilities as well as sustain existing OPacks. Applicants must commit to minimum training standards to be set by the Department for all Federally funded security positions. Applicants must also ensure that the capabilities are able to be deployable, through EMAC, outside of their community to support regional and national efforts. When requesting OPacks-related projects, applicants must demonstrate the need for developing a new capability at the expense of sustaining existing core capability.

Applicants are reminded that personnel-related activities associated with OPacks will be subject to the PRICE Act requirements in which all States are allowed to utilize up to 50 percent (50%) of their SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs.

Western Hemispheric Travel Initiative (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/gc_1200693579776.shtm or
http://www.getyouhome.gov/html/eng_map.html.

Other Secure Identification Initiatives (SHSP)

SHSP funds may also be used to support the Department's additional efforts to enhance secure identification, including driver's license and identification security enhancements. 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 screening programs in which secure identification credentials figure prominently. These include 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.

If identified as a priority in the State THIRA, States may continue implementing activities previously funded through the Driver's License Security Grant Program (DLSGP) that focus on securing driver's license and identification card issuance processes. Initiatives related to securing identification should:

- Have the greatest impact upon reducing the issuance and use of fraudulent driver's license and identification cards;
- Reduce the cost of program implementation for individuals, States, and the Federal government;
- Driver's license identification material requirements;
- Expedite State progress toward meeting minimum security standards; and
- Plan and expedite State-specific activities to support Federal data and document verification requirements and standards.

Operations (OPSG)

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 United States borders. While equipment is an allowable expense, 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 (50%) of their 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 (50%) personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. A formal 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 coordinated with the CBP Sector and OBP; and
 - Be forwarded electronically by the SAA to FEMA GPD Program Analyst.
- *Part Time Personnel.* OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to temporary full time status.
- *Travel, Per Diem, and Lodging.* Travel and per diem include 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 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.* There is no cap for reimbursement of operational activities.
- *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 OPSG funds may be used to increase operational, material, and technological readiness of State, local, tribal, and territorial law enforcement agencies.

Unallowable Costs (OPSG)

OPSG unallowable costs include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. 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. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to IB 358 or contact their FEMA Headquarters Program Analyst at (800) 368-6498 for guidance and clarification.

Examples of Allowable Activities for SHSP and UASI

Planning Activities

Examples of planning activities include:

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, mitigation, 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 NPG, NPS, and the Whole Community Approach to Security and Emergency Management including efforts to support strengthening of capacity among whole community partners
 - Pre-event recovery planning
 - Implementing the National Infrastructure Protection Plan (NIPP) and associated Sector Specific Plans

- Enhancing and implementing SCIPs and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
- Costs associated with the adoption, implementation, and sustainment of the NIMS, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the coordinating structures, processes, and protocols described in the National Frameworks
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions consistent with NIMS/ICS that include communications support for faith-based and voluntary organizations
- Developing emergency communications SOPs and plain language protocols
- Integrating emergency communications SOPs across jurisdiction, disciplines, and levels of government
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to NIMS-typed resource definitions issued by the NIC
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness and support for the campaign to build and sustain national preparedness as required by the NPS; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Developing and sustaining Citizen Corps Councils and CERTs
- Activities, materials, services, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
- Preparing materials for SPRs
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards
- Conducting statewide emergency communications and preparedness planning, including the following activities:
 - Conducting/attending planning and governance meetings
 - Engaging and expanding the participation of the whole community in emergency communications planning, response, and risk identification
 - Participating in THIRA development and follow-on capability estimation processes

- Collecting and using data (e.g., NECP Goal Assessments, findings from national-level exercises) to assess user needs, capabilities, and gaps, and to facilitate coordination and asset-sharing
- Assessing emergency communications needs and assets and integrating needs into State plans (e.g., SCIP, SPR, and broadband plans)
- Coordinating with SWIC, SAA, and State-level planners to ensure proposed investments align to statewide plans (e.g., SCIP, State broadband plan) and comply with technical requirements
- Developing related terrorism prevention activities including:
 - Developing THIRAs that reflects a representative makeup and composition of the jurisdiction
 - Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
 - 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
 - Integrating and coordinating the fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within designated fusion centers to achieve early warning, monitoring, and mitigation of threats
 - Hiring and training privacy, security, and/or fusion liaison officers (FLO) coordinators to support fusion center operations
 - Integrating and coordinating private sector participation with fusion center activities
 - Developing and implementing preventive radiological/nuclear detection 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
 - Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils
 - Volunteer programs and other activities to strengthen citizen participation
 - Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the National Preparedness and *Ready* campaigns; 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
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Underwater Terrorist Protection Plans
- Developing and enhancing risk centric capabilities-based plans and protocols, including but not limited to:
 - Community-based planning to advance “whole community” security and emergency management
 - Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland security strategies, policies, guidance, plans, and evaluations
 - Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
 - Planning for the relocation of existing systems operating in the T-Band
 - Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans including such actions to support communications with faith-based and voluntary entities who act as immediate responders in disaster
 - Developing protocols or SOPs for specialized teams to incorporate the use of equipment acquired through this grant program
 - Developing terrorism prevention/protection plans
 - 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
 - Developing plans for mass evacuation and pre-positioning equipment
 - Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
 - Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Developing or enhancing border security plans
 - Developing or enhancing cybersecurity and risk mitigation plans
 - Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
 - Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
 - Developing public/private sector partnership emergency response, assessment, and resource sharing plans
 - 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 survivors
 - Developing or updating local or regional communications plans

- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
 - Developing or enhancing continuity of operations and continuity of government plans
 - Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
 - Developing plans and response procedures for adjudicating, validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
 - Developing or enhancing evacuation plans
 - Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
 - Developing or enhancing plans to prepare for surge capacity of volunteers
 - Developing or enhancing the State EMS systems
 - Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities, and faith-based organizations in preparedness, mitigation, response, and recovery activities
 - Developing school preparedness plans
 - Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
 - Developing plans to educate youth on disaster preparedness
 - 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 integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
 - Designing and developing State, local, tribal, and territorial geospatial data systems
 - Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
 - Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities
- Preparing and submitting SCIPs for SHSP, grantees are required to submit to the Office of Emergency Communications as part of an annual SCIP Implementation

- Preparing and submitting reports to the Office of Emergency Communications (OEC) on progress of implementing that State's SCIP and achieving interoperability at the interstate, State, county, regional, and city levels
- Updating and implementing SCIP and TICP to:
 - Address findings and gaps identified in AARs from real world incidents and planned exercises, NECP Goal assessments, other State-level preparedness reports and assessments
 - Incorporate the NPS and DHS Whole Community initiatives
 - Address plans for implementation of the Federal Communications Commission (FCC) narrowband requirements
 - Describe strategic broadband planning activities and initiatives in preparation for the future deployment of the Nationwide Public Safety Broadband Network (NPSBN)
- Developing or conducting assessments, including but not limited to:
 - Developing pre-event recovery plans
 - Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
 - Participating Regional Resiliency Assessment Program (RRAP) activities
 - Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level (e.g., Communications Assets and Mapping [CASM])
 - 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
 - Conducting cyber risk and vulnerability assessments
 - Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical shortfalls that cannot be met by existing local, regional, and State resources
 - Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire service, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
 - Activities that directly support the identification of pre-designated temporary housing sites
 - Activities that support the identification and development of alternate care sites
 - Conducting community assessments, surveys, and research of vulnerabilities and resource needs to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
 - Conducting or updating interoperable emergency communications capabilities and broadband needs assessments at the local, regional, or Statewide level

- Soft target security planning (e.g., public gatherings)
- Developing, hosting, or participating in bombing prevention/counter-improvised explosives device (IED)-specific planning initiatives to include:
 - Incorporating appropriate IED-specific intelligence and threat analysis when developing and maintaining a THIRA;
 - Conducting inventories and assessments of capabilities or typed resource using the counter-IED-specific DHS National Capabilities Analysis Database (NCAD) program for use in applicable THIRAs, preparedness reporting, or strategies;
 - Conducting DHS Multi-Jurisdiction IED Security Planning (MJIEDSP) workshops to develop THIRA-based plans and strategies that maximize the use of limited resources;
 - Developing IED hazard-specific EOP annexes.
- Identifying 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
- Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Building and expanding governance structures to:
 - Include representatives from multiple agencies, jurisdictions, disciplines, levels of government, Tribes, rural areas, subject matter experts, and private industry
 - Integrate statewide leadership and governance structures into broader statewide planning efforts (e.g., statewide broadband planning activities, grants coordination activities, needs assessments) to ensure emergency communications needs are represented
 - Conduct outreach and education on emergency communications needs and initiatives to stakeholder groups
- 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, including but not limited to: Citizen Corps Councils, Programs and Organizations, CERTs, Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/USAonWatch, Volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts
- Establishing and sustaining Citizen Corps Councils
- Working with youth-serving organizations and houses of worship to develop and sustain youth and faith-based preparedness programs

Organization Activities

The following organization activities in support of public-private partnerships are allowable expenses.

- Program management:
 - Salary for a dedicated liaison who acts as the primary point of contact, coordinates the public-private partnership and ensures proper implementation of the strategic plan
 - Facilities, including meeting space and work space for private sector liaisons. Grantees are encouraged to use free space/locations/facilities, whenever possible, prior to the rental of space/locations/facilities
 - Supplies needed to support regular communications
 - Implementation of infrastructure resilience enhancement options described in a RRAP report
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident
- Sustain partnership efforts to include:
 - Support for in-person meetings, events, and workshops that bring the public and private sectors together. Grantees are encouraged to use free space/locations/facilities, whenever possible, prior to the rental of space/locations/facilities
 - Web-based and social media tactics (webinars, emails, newsletters, alerts, databases, online collaboration tools, website development and maintenance, etc.)
 - Innovative approaches for reaching the Whole Community to include translated material for individuals that are blind and or have low vision capability and those with English as a second language and coalitions among citizens.
 - Leverage already existing structures and mechanisms, such as Citizen Corps, for sharing information and engaging members of the Whole Community to include: for-profit and not-for-profit entities, faith based and community organizations, youth-serving and youth advocates, those that support socio-economic and diverse cultures
- Structures and mechanisms for information sharing between the public and private sector:
 - Tools, software, programs, and other mechanisms that support two-way information sharing during normal and emergency operations
 - Means to receive input or feedback from the private sector, and encourage participation from civic leaders from all sectors
 - Regular and timely communications on subjects relating to all phases of emergency management, such as newsletters, emails, and alerts
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors
 - Web-based and new media platforms that allow real-time information exchange

- Asset mapping, such as participation in FEMA's Total Asset Visibility and LogViz initiatives
- A seat(s) in the emergency operation center, or virtual EOC
- Operational Support:
 - Tools for identifying and tracking available paid and unpaid disaster response resources
 - Dedicated space and equipment for private sector representation within a State, county, or city emergency operation center
 - A dedicated business emergency operations center that works with the State, county or city EOC (not construction)
 - Tools for real time information sharing between the public and private sector
 - Licensing, screening, or other requirements for access to real EOC or virtual EOC
- Federal Emergency Response Official (F/ERO) Credentialing and Validation:
 - Working group meetings and conferences relating to emergency responder credentialing and validation
 - Compiling data to enter into an emergency responder repository
 - Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
 - Planning to incorporate emergency responder identity and credential validation into training and exercises.
 - This supports our efforts to address grant money for the F/ERO program and further solidifies those efforts in addition to our independent efforts that Darcy has already worked.
- Continuity of Operations / Continuity of Government Planning (COOP/COG) Grant Funding Opportunity

COOP/COG planning is the fundamental responsibility of every government agency that performs an essential function at the State and local level. In order to conduct necessary emergency operations, recovery actions, and other key essential functions during a large-scale or catastrophic event, the agency must have effective Continuity plans in place to support continued operations. Continuity efforts also provide the foundational basis for COG programs, such as succession planning, which are designed to ensure the survival of not only leadership at the State and local level, but also an enduring constitutional government. State and local plans to address COOP/COG issues should be consistent with the Nations Continuity Policy described in Homeland Security Presidential Directive 20 (HSPD-20); the National Continuity Policy Implementation Plan (NCPIP); and Continuity Guidance Circular's 1 (CGC 1) and 2 (CGC 2), which provides guidance for State, local, territorial, and tribal governments, and private sector organizations in developing robust Continuity plans and programs in support of a comprehensive and integrated national continuity capability. Continuity issues to address include, but are not limited to:

- Determine essential functions and activities, interdependencies, and resources needed to perform them
- Establish orders of succession and delegations of authority to key agency positions and establish and maintain current roster(s) of fully equipped and trained COOP personnel with the authority to perform essential functions
- Provide for the identification and preparation of alternate operating facilities for relocated operations
- Provide for the regular training, testing, and exercising of COOP personnel, systems, and facilities
- Provide for reconstitution of agency capabilities, and transition from continuity operations to normal operations

Training Information

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>.

FEMA resources include a number of different training sources:

- *FEMA Provided Training.* These programs or courses are developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI) and the National Training and Education Division (NTED) training partner programs including, the Competitive and Continuing Training Grant programs, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).
- *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, mitigate, 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.
- *Federal Sponsored Courses.* This catalog lists courses developed for and/or delivered by institutions funded by Federal entities other than FEMA. These courses are listed at <http://www.firstrespondertraining.gov>.
- *Approved State and Federal Sponsored Course Catalog.* This catalog lists State and 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>.

- Additionally the new National Preparedness Directorate (NPD) Online Course Catalog (OCC) allows access to courses delivered by the CDP, EMI, and NTED. It can be accessed at <http://training.fema.gov/occ/>.
- *Joint Training and Exercises with the Public and Private Sectors*. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

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 the Excess Delivery Acquisition Program (EDAP).

EDAP allows an NTED 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. The 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 and 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, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

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.

State and Federal-Sponsored Course Catalog. Courses approved through NTED will be added to the approved State and Federal Sponsored Course Catalog. Courses identified within this catalog 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 NTED Course Development, Review, and Approval Process, as well as the approved course catalog, can be found at http://www.firstrespondertraining.gov/odp_webforms. NTED 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 or
- 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 (SAA/TPOC or Federal Agency POC) will be invited to submit the Course Review and Approval Request Form along with all supporting training materials.

States, territories, and Urban Areas are no longer required to submit non-FEMA approved courses to NTED for review under the current course review and approval process. In previous years, FEMA funding guidance and / or funding opportunity announcements identified that the SAA/TPOC was allowed three deliveries of the same course within a State/territory before a non-FEMA approved training course was required to go through the NTED State course review and approval process. Although the current State course review and approval process is still available to any State, there is no longer a requirement to submit a course for review after three deliveries.

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 NTED Responder Training Development Center (RTDC) available at <http://www.firstrespondertraining.gov/rtdc/statel/>.

FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose.

States and territories are required to conduct a Training and Exercise Plan Workshop to identify and set training and exercise program priorities and develop a multi-year schedule of exercise events and supporting training activities to meet priorities. A Multi-year Training and Exercise Plan will developed following the Training and Exercise Plan Workshop to include training and exercise priorities identified by elected and appointed officials and whole community stakeholders. Further guidance concerning the Multi-year Training and Exercise Plan can be found in the Exercises section.

Joint Training and Exercises with the Public and Private Sectors. Trainings and exercises designed to enhance private sector and public sector coordination are allowable. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and local units of government are encouraged to incorporate the private sector in government-sponsored training and exercises.

Training and exercises for the public or civilian volunteer programs supporting first responders, including CERT, before, during and after disasters should address the needs of the Whole Community. Allowable training includes: all-hazards safety such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, youth preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management, serving and integrating people with disabilities, pet care preparedness, training necessary to participate in volunteer activities, fulfill surge capacity roles, integration and coordination of faith community roles, communication in disaster or promotes individual, family, or whole community safety and preparedness. Exercises that include members of the public or that are conducted for the public should be coordinated with local CERT and Citizen Corps Councils as well as organizations outside of emergency management and focus on the importance of personal preparedness and protective actions.

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, disability accommodations, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any shortfalls in these skills. Any training shortfalls, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, Communication Access Real-time Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders 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.
- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, lifesaving 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, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplemental training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.

- Conducting, hosting, or participating in training related to IED prevention, protection, mitigation, or response to include:
 - Awareness and education for the public, private sector and first responders;
 - Suspicious activity identification and reporting;
 - Management of bomb threats;
 - Physical protective measures;
 - Diversion control measures for dual-use explosive precursor chemicals;
 - Training for specialized IED prevention and protection teams or OPacks such as Public Safety Bomb Squads, Explosives Detection Canine Teams, and Mobile Explosive Device Screening Teams in accordance with applicable guidelines, certification, or accreditation requirements.
- *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. In no case is dual compensation allowable.
- *Certification/Recertification of Instructors.* States are encouraged to follow the NTE 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 IB 193, issued October 20, 2005. Additional information can be obtained at http://www.fema.gov/good_guidance/download/10146.

Exercise Requirements

Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the State's respective Exercise Program Point of Contact. The State Exercise Program Point of Contact should submit a copy of the State and Urban Area plans to hseep@dhs.gov.

The Training and Exercise Plan will include the State's program priorities and a Multi-Year Training and Exercise Plan (schedule) that supports the identified priorities and aligned capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to hseep@dhs.gov, all scheduled training and exercises should be entered in the HSEEP National Exercise Scheduling (NEXS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>. A TEPW user guides 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 progressive exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. For example, HHS preparedness programs require joint exercises between public health departments, the health care sector and medical countermeasure authorities including law enforcement which could provide collaborative opportunities. 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.

- *Exercise Scenarios.* The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in HSGP-funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year Training and Exercise Plan.
- *Special Event Planning.* If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the Multi-Year Training and Exercise Plan. The State or Urban Area 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.

- *Exercise Evaluation and Improvement.* Exercises should evaluate performance of capabilities against the level of capabilities required. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hseep.dhs.gov>.
- *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.
- *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, disability, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

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 or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any shortfalls in these skills. Any exercise or exercise shortfalls, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- 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.
- The applicant's formal written procurement policy or 44 CFR 13.36– whichever is more stringent – must be followed.

- *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 (e.g., 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., gloves, non-sterile masks, and disposable protective equipment).
- *Disability Accommodations.* Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- *Other Items.* These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

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), medical supplies, 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).



**LOS ANGELES COUNTY
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
HOMELAND SECURITY GRANT REIMBURSEMENT FORM**

SECTION A: SUBMITTING YOUR CLAIMS

Please submit **legible** supporting documents, files and completed reimbursement form at:

Grants@auditor.lacounty.gov

In the event e-mail is not available, you can mail your claims to (please do **not** fax or send duplicates):

Department of Auditor-Controller
Shared Services Division / Attn: Grants Unit
3470 Wilshire Blvd., Suite 812
Los Angeles, CA 90010

1. Enter Grant Year:

2013

SECTION B: SUB-RECIPIENT'S INFORMATION

1. Sub-recipient's Name: (reimbursement check will be made payable to the name enter here)		3. Taxpayer ID #:	4. Contact's Name:
2. Mailing Address (please let us know where you want your check delivered, including attention line if necessary):		4. Contact's phone:	
		4. Contact's e-mail:	

SECTION C: DETAIL CLAIM INFORMATION

1. SOLUTION AREA (e.g. equipment, training, planning, exercise)	2. ITEM # (e.g. 17.020)	3. PROJECT ALPHA (e.g. D)	4. EHP required? (Environmental & Historic Preservation)		5. VENDOR'S INVOICE # (if services, supplies or equipment were purchased, please attach invoices)	6. PURCHASE METHOD (if services, supplies or equipment are being claimed)		7. CLAIM AMOUNT (indicate the amount per each line)
			No	Yes (attach prior State Approval)		Competitive Bid?	Sole Source? (attach prior State Approval for purchase of \$100K or more to a single vendor)	

8. TOTAL \$ _____

SECTION D: SUB-RECIPIENT'S CERTIFICATION

Under Penalty of Perjury I certify that (please use the checkbox):

- 1. I am the duly authorized officer of the claimant herein and this claim is in all respect true and correct. All expenditures were made in accordance with applicable laws, rules, regulations and grant conditions and assurances.
- 2. All instructions for this form were followed and all the supporting documentation (per instructions) is included with this claim.

3. _____ DATE

AUTHORIZED SIGNATURE

4. _____ AUTHORIZED TITLE

AUTHORIZED PRINTED NAME

5. AUTHORIZED CONTACT INFORMATION (If different from Section B):

PHONE #: _____

E-MAIL: _____

SECTION E: FOR SSD USE ONLY

STAMP WITH RECEIVED DATE HERE:

ASSIGNED CLAIM TRACKING NO.:

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

Purpose of this form:

To assist sub-recipients in completing the Homeland Security Grant Reimbursement form. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. Please do not send these instructions to us, they are to be used for your guidance only.

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF CLAIMS

In numeral **1** of this section, please enter the year of the grant program that you are submitting for reimbursement. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the reimbursement forms correctly and according to these instructions.
- Submitting your claims using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your claims only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your claim form. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your claims are legible .
- Submitting claims timely. We do **not** guarantee the process of claims that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting the reimbursement. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting reimbursement. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL CLAIM INFORMATION:

In order to expedite your claim, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project alpha and item #. In addition, invoices from one fiscal year should be claimed separate from invoices of another fiscal year. For example: an invoice dated June 2012 (FY 11/12) should not be combined with an invoice dated October 2012 (FY 12/13) in the same claim request.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the item # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
3. Enter the project alpha corresponding to the claim. This information is found in the latest budget of the grant. An example of project alpha is D.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the purchase of certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
 - a) **State EHP Approval:** if required by the state for your claim.

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a) **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - b) **Copy of the purchase order**
 - c) **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm
 - d) **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other** than L.A. County Department is the corresponding copy of the bank's cleared check .
 - e) **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - f) **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - g) **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <https://www.sam.gov/portal/public/SAM/> (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.
6. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please select with an X the method that you used to acquire the items (do **not** leave blank). Please note that competitive bid and sole source are the only two valid purchasing methods.
- a) **Sole Source State Approval:** for non-bid purchases of \$100,000 or more to a single vendor or a single project, please attach the sole source approval from the State. The approval needs to be requested from the State **prior** to the purchase of the items.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let CDAT know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

- 1. Please read and check the box provided if you are an authorized signor.
- 2. Please read and check the box provided if you are an authorized signor.
- 3. Please sign the claim if you are an authorized signor of your agency.
- 4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR CLAIMS (ACCORDING TO SOLUTION AREA):

For Equipment Claims:

- a) **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) do **not** write N/A or leave the corresponding space blank.

^{*1} Please ensure that the following information is in your listing: project #, alpha, equipment description, AEL #, AEL title, invoice #, vendor, total cost, invoice date, acquired date, serial #, condition and disposition, deployed location and grant year. Please provide the **complete address** of the deployed location.

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission: CBRNE).

You need to inform us of any changes on the items above ^{*1}. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

- b) **Grant-Funded Typed Resource Report (Excel File):** Please complete and include with your claim the excel file titled "grant-fundedtypedresourcetool_051612" starting with the 2011 SHSHP and subsequent grants.

For Training Claims:

- a) **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant.
- b) **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.
- c) **Grant-Funded Typed Resource Report (Excel File):** Please complete and include with your claim the excel file titled "grant-fundedtypedresourcetool_051612" starting with the 2011 SHSHP and subsequent grants.

If you are including **personnel cost** with your training claim, please add the following:

- d) **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
 - Sign in sheets (same as above)
 - Signed training certificates

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

For Training Claims (Continued):

- e) **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).
- Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.**
- f) **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- g) **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be final approved and include the name of the employee and hours charged per day to the grant.
- h) **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.
- i) **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- j) **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

- a) **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

- a) **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 60 days following the completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.
- https://hseep.dhs.gov/DHS_SSO/
- b) **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

COUNTY OF LOS ANGELES

DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION

INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

For Exercise Claims (Continued):

- c) **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased or one training class held.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
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CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PLANNING ROSTER

Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product			
					-	-					
GRAND TOTAL							\$				



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON
EXECUTIVE DIRECTOR

August 7, 2014

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

Dear Directors:

APPROVE A SEVEN YEAR LEASE AGREEMENT WITH EASTGROUP PROPERTIES, LP AT 2525 CORPORATE PLACE, SUITE 100, MONTEREY PARK

SUBJECT

Board approval is requested to delegate authority to the Executive Director to execute the lease agreement for office space for a term of seven (7) years for a maximum first year annual lease cost of \$180,036 and authorize the acquisition and installation of other certain amenities required to occupy the office space. The lease agreement is required to accommodate the spatial needs of LA-RICS' growing project team and to satisfy the request of the California Joint Powers Insurance Authority's (CJPIA) for the Authority to secure leased facility in the Authority's name.

RECOMMENDED ACTION

It is recommended that your Board:

1. Find that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) and 15301 of the State CEQA Guidelines (Existing Facilities).
2. Delegate authority to the Executive Director to execute the lease agreement with EastGroup Properties, LP (Lessor) in substantially similar form to Attachment A, for a maximum first year annual lease cost of \$180,036.
3. Delegate authority to the Executive Director to acquire furniture, telephone, data, low voltage systems, and tenant improvements at a cost not to exceed \$500,000.

BACKGROUND

As your Board is aware, the LA-RICS Joint Powers Authority (Authority) was created in 2009 to oversee the development and to construct, own, operate, and maintain a modern interoperable communications system that integrates wireless voice and data communications for more than

34,000 first responders and 17,000 secondary responders. This system will eliminate the need for existing fragmented communications system, improving public safety services, and transforming voice and data communications throughout the greater Los Angeles region.

On August 15, 2013, your Board awarded a contract to Motorola Solutions, Inc. (Motorola) to build a Land Mobile Radio System (LMR System).

On March 6, 2014, your Board awarded another contract to Motorola to build a Public Safety Broadband Network (PSBN).

On June 19, 2013, your Board authorized the participation of the Authority in the CJPIA to secure the necessary insurance coverage to protect the Authority from certain liabilities.

On May 28, 2014, your Board authorized the Authority to secure commercial property coverage to address member agency concerns regarding using the use of their sites as under the resultant Site Access Agreements (SAA).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since the creation of the Authority, the LA-RICS project team has grown exponentially due to the extensive oversight and management required to administer the LMR and PSBN projects simultaneously.

Currently, the LA-RICS project team is housed in 2525 Corporate Place, Suite 200, Monterey Park. The Sheriff's Department has graciously allowed LA-RICS to share its space at Suite 200. However, the space no longer accommodates LA-RICS expanding project team. The Authority also has a contractual obligation to provide its' Consultants with office space. Currently, we have halted our Project Management consultant from ramping up their resources required to manage both the LMR System and PSBN projects due to the Authority's limited and overextended office space. At present, staff is sharing cubicles, offices, and common areas such as conference rooms.

In order to accommodate the increase in staff, a secondary facility is required. The leased space will provide the LA-RICS project team with headquarters to conduct the day-to-day administrative and operational activities required for design, deployment, operations and maintenance of the LMR System and PSBN. These functions include, but are not limited to, project management, system design and engineering activities, construction management, grant administration and management, contract administration and management, fiscal and budget oversight activities, and JPA administrative activities.

The Authority will continue to have access to Suite 200 in addition to Suite 100, as one suite will not house the entirety of the LA-RICS project team and its consultants.

Further, the CJPIA has voiced concerns regarding the Authority's lack of having a written lease or sub-lease agreement in its own name. Entering in the attached lease agreement for Suite 100 will satisfy the CJPIAs request for the Authority to secure its own leased facility.

The lease will commence on October 15, 2014, and will provide the Authority with the following:

2525 Corporate Place, Suite 100	Proposed Lease Terms
Area (Square Feet)	8,335
Basic Rent	\$15,003 for first year based on a rental rate of \$1.80 per rentable square foot per month (adjustable annually as provided in the table below)
Term	Seven years, with an early termination option at the 60 th month of the lease
Option to Review	One five-year option
Basic Tenant Improvement Allowance	Not to exceed \$91,685.00 or \$11.00 per rentable square foot of the premises
Additional Tenant Improvements	Not to exceed \$200,040.00 or \$24.00 per rentable square foot of the premises, to be reimbursed to Lessor by the Authority
Parking	34 parking spaces

FISCAL IMPACT/FINANCING

The proposed full service gross lease will provide 8,335 rentable square feet of office space and 34 parking spaces for a term of seven (7) years. The proposed lease rate is \$1.80 per rentable square foot, \$15,003 per month or \$180,036 annually for the first year. Funding for Year 1 is included in the Proposed LA-RICS Operating Budget for Fiscal Year 2014-15, with 50% of the lease costs (including the one-time costs for furniture, telephone, data, low voltage systems, and tenant improvements) funded by the Broadband Technologies Opportunity Program (BTOP) grant and the remaining 50% by Member Funded JPA Operations.

Funding for subsequent lease years is provided as follows:

Period of Term	Annual Basic Rental	Monthly Basic Rental	Funding Source
Months 13 – 24	\$185,437.08	\$15,453.09	Member Funded
Months 25 – 36	\$191,000.19	\$15,916.68	Member Funded
Months 37 – 48	\$196,730.20	\$16,394.18	Member Funded
Months 49 – 60	\$202,632.10	\$16,886.01	Member Funded
Months 61 – 72	\$208,711.07	\$17,392.59	Member Funded
Months 73 – 84	\$214,972.40	\$17,914.37	Member Funded

ENVIRONMENTAL DOCUMENTATION

The execution of the lease and the activities permitted by the lease, is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061 (b) (3) and 15301 of the State CEQA Guidelines (Existing Facilities). The activity is covered by the

general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment. The activities are also occurring at an existing commercial office building, which is an existing facility.

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 lease agreement with EastGroup Properties, LP, in substantially similar form to the attached.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:ja

Attachment

c: Counsel to the Authority

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

LEASE AGREEMENT

**TENANT: LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS
SYSTEM**

**LANDLORD: EASTGROUP PROPERTIES, LP, a DELAWARE LIMITED
PARTNERSHIP**

2525 CORPORATE PLACE, MONTEREY PARK

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LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY

LEASE AGREEMENT

THIS LEASE is entered into as of the _____ day of _____, 2014 between EASTGROUP PROPERTIES, LP, a Delaware limited partnership ("**Landlord**"), and LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY, a body politic and corporate ("**Tenant**"). Landlord and Tenant agree:

1. BASIC LEASE INFORMATION. The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

- (a) Landlord's Address for Notice: EastGroup Properties
c/o IDS Real Estate Group
515 S. Figueroa St., 16th Floor
Los Angeles, CA 90071
- With a copy to:
- EastGroup Properties
2200 East Camelback Road
Suite 210
Phoenix, Arizona 85016
- (b) Tenant's Address for Notice: Los Angeles Regional Interoperable
Communications System
2525 Corporate Place, Suite 100
Monterey Park, CA 91754
- With a copy to:
- Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971
- (c) Premises: Approximately 8,335 rentable square
feet in the Building (defined below) as
shown on Exhibit A attached hereto.
- (d) Building: The building located at 2525 Corporate

Place, Monterey Park, California, which is located upon the real property described more particularly in Exhibit B attached hereto (the "**Property**");

- (e) Term: 7 years commencing as defined in Section 4(a) (the "**Commencement Date**"); and terminating at midnight on the day before the seventh anniversary of the Commencement Date (the "**Termination Date**"), provided that if the Commencement Date is any day other than the first of the month, then the Termination Date shall be the last day of the month which is eighty-four (84) months after the month in which the Commencement Date occurs subject to earlier termination by Tenant or Landlord as provided herein.
- (f) Projected Commencement Date: October 15, 2014
- (g) Commencement Date: As provided in Section 4 of this Lease
- (h) **Intentionally Omitted**
- (i) Basic Rent: \$15,003.00 per month (which is based upon a rental rate of \$1.80 per rentable square foot per month (adjustable only as provided in this Lease)).
- (j) Early Termination Date: The last day of the 60th month of the Lease term
- (k) Rentable Square Feet in the Premises: 8,335
- (l) Use: General office use or for any other lawful purposes not incompatible with other uses in the Building.

Initial Departmental Use: General office use for the Los Angeles Regional Interoperable Communications System.
- (m) Parking Spaces: 34 parking spaces as defined in Section 20.
- (n) Normal Working Hours: 6:00 a.m. to 7:00 p.m., Monday through

Friday and 9:00 a.m. to 1:00 p.m. Saturday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.

(o) Intentionally Omitted:

1.1 Defined Terms Relating to Landlord's Work Letter.

- (a) Base Tenant Improvement Allowance: Not to exceed \$50,010.00 or \$6.00 per rentable square foot of the Premises
- (b) Additional Tenant Improvement Allowance: Not to exceed \$200,040.00 or \$24.00 per rentable square foot of the Premises
- (c) Additional Tenant Allowance Reimbursement In lump-sum as further defined in Landlord's Work Letter
- (d) Tenant's Work Letter Representative: Tom Shepos or an assigned staff person of the Chief Executive Office, Real Estate Division
- (e) Landlord's Work Letter Representative:
of the Landlord Robert Rodriguez, or an assigned staff person of the Landlord
- (f) Landlord's Address for Work Letter Notice:
East Group Properties
c/o IDS Real Estate Group
515 S. Figueroa St., 16th Floor
Los Angeles, CA 90071

With a copy to:

EastGroup Properties
2200 East Camelback Road
Suite 210
Phoenix, Arizona 85016

- (g) Tenant's Address for Work Letter Notice:
Regional Interoperable Communications System Authority
2525 Corporate Place, Suite 100
Monterey Park, CA 91754

With a copy to:

Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate
Fax Number: (213) 217-4971

1.2 Exhibits to Lease.

Exhibit A - Floor Plan of Premises

Exhibit B - Legal Description of Property

Exhibit C - Commencement Date Memorandum and Confirmation of Lease Terms

Exhibit D - HVAC Standards

Exhibit E - Cleaning and Maintenance Schedule

Exhibit F - LA-RICS Rooftop Equipment

Landlord's Work Letter: (made a part hereof by this reference):

Landlord's Work Letter

Supplemental Lease Documents: (delivered to Landlord and made a part hereof by this reference):`

Document I: Subordination, Non-disturbance and Attornment Agreement

Document II: Tenant Estoppel Certificate

Document III: Community Business Enterprises Form

Document IV: Memorandum of Lease

Document V: Request for Notice

2. PREMISES. Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto. Tenant has field-measured and verified the exact square footage of the Premises to be 8,335 rentable square feet. All measurements were taken in accordance with the methods of measuring rentable/usable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association (BOMA) International. Landlord acknowledges that it has marketed the space at the above indicated amount and in the event of subsequent physical measurements, Landlord agrees there will be no adjustment made to either the square footage or the rent in the event the measured square footage exceeds the amount represented by the Landlord. The square footage set forth above is stipulated by the parties to be true and correct.

3. COMMON AREAS AND ROOFTOP. Tenant may use the following areas ("**Common Areas**") in common with Landlord and other tenants of the Building: the entrances, lobbies and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

Tenant shall have the additional right to use the roof of the Building for placement of two microwave dishes and four antennas, as more particularly described on Exhibit F (LA-RICS Rooftop Equipment) hereto. Such right shall include a right of access to the Building rooftop for purposes of installation, maintenance and repair of the microwave dishes and antennas by Tenant.

4. COMMENCEMENT AND EXPIRATION DATES.

4.1 Term. The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within 30 days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing the Commencement Date Memorandum and Confirmation of Lease Terms attached as Exhibit C. The Commencement Date shall be the date the Premises are Substantially Complete, or, if earlier, the date Tenant first commences to conduct business in the Premises. The term "**Substantially Complete**" or "**Substantial Completion**" as used in this Lease shall mean the following: the completion of the Tenant Improvements (as defined in the Landlord Work Letter attached hereto), subject to punch list items identified by Tenant in a written notice to Landlord delivered within seven (7) days after Landlord tenders possession of the Premises, such that none of the Tenant Improvements remaining incomplete or needing adjustment shall materially impair, or prevent the obtaining of permits for, Tenant's use, occupancy and enjoyment of the Premises. In the event of any dispute as to whether Substantial Completion has occurred, the sign-off by the municipal building inspector shall be conclusive, except that any delay in receipt thereof or in Substantial Completion caused by Tenant or its agents, employees, representatives or invitees, including without limitation Tenant Delay, or caused by Tenant's uncompleted work being contained within the scope of the same building permit as the Tenant Improvements, shall be charged to Tenant in the amount of the daily Basic Rent (and any other amounts payable under this Lease) multiplied by the number of days of such delays.

4.2 Termination Right. If the Commencement Date has not occurred within 180 days from the Projected Commencement Date, subject to Tenant Delays or Force Majeure Delays as defined in Landlord's Work Letter, which has been executed concurrently herewith, Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord and the parties shall have no further obligations to one another hereunder.

4.3 Early Possession. Provided Tenant does not interfere with Landlord's ability to complete the Tenant Improvements, Tenant shall be entitled to possession of the Premises not less than 30 days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Such early occupancy shall be subject to all provisions hereof but shall not advance the Termination Date, and Tenant shall not pay Basic Rent for such early occupancy period.

4.4 Early Termination. Tenant shall have the right to terminate this Lease as of the last day of the 60th month of the Lease term, by giving Landlord not less than nine months prior written notice executed by the LA-RICS Executive Director; provided, however, in order for any such termination to be effective, Tenant shall, concurrently with its delivery of a timely notice of termination to Landlord, pay to Landlord within 60 days of notice of termination, the Termination Fee. The "**Termination Fee**" shall mean all unamortized Leasing Costs (defined below) as of the effective date of termination, based upon an amortization period commencing as of the Commencement Date and continuing for seven years, with interest accruing on said unamortized Leasing Costs at nine percent (9%) per annum. The term "**Leasing Costs**" shall mean the sum of all costs and expenses incurred by Landlord in connection with the Tenant Improvement Allowance, as reasonably determined by Landlord.

4.5 Option to Extend. Landlord hereby grants the Tenant named in this Lease ("**Original Tenant**") one (1) option (the "**Option**") to extend the Lease Term for a period of five (5) years (the "**Option Term**"), which Option shall be exercisable only by written notice delivered by Tenant to Landlord as set forth below. The rights contained in this subsection shall be personal to the Original Tenant and may only be exercised by the Original Tenant (and not any assignee, sublessee or other transferee of the Original Tenant's interest in this Lease) if the Original Tenant occupies the entire Premises as of the date of Tenant's Acceptance (as defined below).

(a) Option Rent. The Basic Rent payable by Tenant during the Option Term ("**Option Rent**") shall be equal to the "**Market Rent**" (defined below), but in no event shall the Option Rent be less than Tenant is paying under the Lease on the month immediately preceding the Option Term for Basic Rent. "**Market Rent**" shall mean the applicable Basic Rent at which tenants, as of the commencement of the Option Term, are leasing non-renewal, non-sublease, non-equity space comparable in size, location and quality to the Premises for a term comparable to the Option Term, which comparable space is located in office buildings comparable to the Building in Monterey Park, California, taking into consideration the value of the existing improvements in the Premises to Tenant, as compared to the value of the existing improvements in such comparable space, with such value to be based upon the age, quality and layout of the improvements and the extent to which the same could be utilized

by Tenant with consideration given to the fact that the improvements existing in the Premises are specifically suitable to Tenant.

(b) Exercise of Option. The Option shall be exercised by Tenant only in the following manner: (i) Tenant shall not be in material default, and shall not have been in material default under this Lease more than once, on the delivery date of the Interest Notice and Tenant's Acceptance; (ii) Tenant shall deliver written notice ("**Interest Notice**") to Landlord by LA-RICS Executive Director letter not more than twelve (12) months nor less than nine (9) months prior to the expiration of the Lease Term, stating that Tenant is interested in exercising the Option, (iii) within fifteen (15) business days of Landlord's receipt of Tenant's written notice, Landlord shall deliver notice ("**Option Rent Notice**") to Tenant setting forth the Option Rent; and (iv) if Tenant desires to exercise such Option, Tenant shall provide Landlord written notice by LA-RICS Executive letter within fifteen (15) days after receipt of the Option Rent Notice ("**Tenant's Acceptance**") and upon, and concurrent with such exercise, Tenant may, at its option, object to the Option Rent contained in the Option Rent Notice. Tenant's failure to deliver the Interest Notice or Tenant's Acceptance on or before the dates specified above shall be deemed to constitute Tenant's election not to exercise the Option. If Tenant timely and properly exercises its Option, the Lease Term shall be extended for the Option Term upon all of the terms and conditions set forth in this Lease, except that the Basic Rent for the Option Term shall be as indicated in the Option Rent Notice unless Tenant, concurrently with Tenant's acceptance, objects to the Option Rent contained in the Option Rent Notice, in which case the parties shall follow the procedure, and the Option Rent shall be determined, as set forth below.

4.6 Determination of Market Rent. If Tenant timely objects to the Market Rent in Tenant's Acceptance in accordance with the provisions of this Section 4, Landlord and Tenant shall attempt to agree upon the Market Rent using their best good-faith efforts. If Landlord and Tenant fail to reach agreement within twenty-one (21) days following Tenant's Acceptance ("**Outside Agreement Date**"), then each party shall make a separate determination of the Market Rent which shall be submitted to each other and to arbitration in accordance with the following items (i) through (vii):

(i) Landlord and Tenant shall each appoint, within ten (10) days of the Outside Agreement Date, one arbitrator who shall by profession be a current real estate broker or appraiser of commercial office properties in the immediate vicinity of the Project, and who has been active in such field over the last five (5) years. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted Market Rent is the closest to the actual Market Rent as determined by the arbitrators, taking into account the requirements set forth above.

(ii) The two (2) arbitrators so appointed shall within five (5) business days of the date of the appointment of the last appointed arbitrator agree upon and appoint a third arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial (2) arbitrators.

(iii) The three (3) arbitrators shall within fifteen (15) days of the appointment of the third arbitrator reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Market Rent, and shall notify Landlord and Tenant thereof.

(iv) The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Tenant.

(v) If either Landlord or Tenant fails to appoint an arbitrator within ten (10) days after the applicable Outside Agreement Date, the arbitrator appointed by one of them shall reach a decision, notify Landlord and Tenant thereof, and such arbitrator's decision shall be binding upon Landlord and Tenant.

(vi) If the two arbitrators fail to agree upon and appoint a third arbitrator, or both parties fail to appoint an arbitrator, then the appointment of the third arbitrator or any arbitrator shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association, but subject to the instruction set forth herein.

(vii) The cost of arbitration shall be paid by Landlord and Tenant equally.

5. RENT. The first full calendar month's rent shall be due and payable within 30 days of the Commencement Date in the total amount shown in Section 1(i) hereof. A monthly installment in the amount described herein below, shall be due and payable without demand on or before the first day of each calendar month succeeding the Commencement Date during the Term, except that Rent for any fractional calendar month at the commencement or end of the Term shall be prorated on a daily basis, provided that Landlord shall file a payment voucher with the Auditor of the County of Los Angeles (the "**County**") for the monthly Rent prior to the Commencement Date for the initial month(s) of the Term up to and including June, and annually thereafter in June for the ensuing 12 months.

5.1 BASIC RENT SCHEDULE. Tenant agrees to pay to Landlord during the Term hereof, the initial monthly and annual sums as set forth below:

<u>Period of Term</u>	<u>Annual Basic Rental</u>	<u>Monthly Basic Rental</u>
Months 1 – 12	\$180,036.00	\$15,003.00
Months 13 – 24	\$185,437.08	\$15,453.09
Months 25 – 36	\$191,000.19	\$15,916.68
Months 37 – 48	\$196,730.20	\$16,394.18
Months 49 – 60	\$202,632.10	\$16,886.01
Months 61 – 72	\$208,711.07	\$17,392.59
Months 73 – 84	\$214,972.40	\$17,914.37

USES. The Premises are to be used only for the uses set forth in Section 1 and for no other business or purpose; however, Landlord shall not unreasonably withhold its consent to a change of use.

6. HOLDOVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon 90 days written notice from Landlord or 30 days written notice from the Executive Director of Tenant at the last monthly Basic Rent payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

7. COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, including without limitation, the Americans with Disabilities Act, regulating the use, occupancy or improvement of the Premises. Notwithstanding the foregoing, following written notice from a governmental entity, Landlord, not Tenant, shall at its sole cost cause the Premises and the Building to comply with applicable statutes, ordinances, rules, regulations, orders or requirements set forth in said notice which are in effect and binding upon Landlord during the term hereof, including without limitation, the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Tenant's particular use of or alterations or improvement to the Premises. In such latter event, compliance with such statutes, ordinances, rules, regulations or requirements with regard to the Building shall be the responsibility of Tenant at Tenant's sole cost and expense.

8. DAMAGE OR DESTRUCTION.

8.1 Damage. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect; provided, Landlord shall not be required to spend more than Landlord has received as insurance proceeds with respect to the casualty in question; an amount not less than Landlord's interest in and to the Building, however, not less than \$1,000,000. If all or any portion of the Premises shall be made untenable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within 30 days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material Default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.

8.2 Tenant Termination Right. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days for any reason, then Tenant or Landlord may terminate this Lease by giving written notice within ten days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenable, in proportion to the unusable portion of the Premises. In the event that

Tenant and Landlord do not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided insurance proceeds are available to repair the damages.

8.3 Damage In Last Year. Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, either Landlord or Tenant may terminate this Lease by giving notice to the other not more than 30 days after such destruction, in which case (a) Landlord shall have no obligation to restore the Premises, (b) Landlord may retain all insurance proceeds relating to such destruction, and (c) this Lease shall terminate as of the date which is 30 days after such written notice of termination.

8.4 Default by Landlord Tenant Repair. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord.

9. REPAIRS AND MAINTENANCE. Landlord represents to Tenant that, to the actual knowledge of Landlord, Landlord has not, as of the date of this Lease, received written notice from a governmental entity with jurisdiction that (i) the Premises do not comply with the Americans With Disabilities Act of 1990; (ii) the Premises, Building and Common Areas contain Hazardous Materials (as hereinafter defined) in violation of applicable law; or (iii) the Building or the Premises are in violation of any applicable governmental law or regulation. Landlord shall, prior to Tenant's occupancy, encapsulate or abate, at Landlord's sole cost and expense, any asbestos containing materials located in the Premises in violation of applicable law, provided Landlord has received written notice of such violation from a governmental entity prior to the Commencement Date hereof.

9.1 Landlord Obligations. Landlord shall keep and maintain in good repair and working order, reasonable wear and tear and casualty excepted: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building (iii) the Common Areas; (iv) exterior windows of the Building; and (v) elevators serving the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear and casualty excepted. Landlord's repair obligations include, without limitation, repairs to: (1) the floor covering; (2) interior partitions; (3) doors; (4) the interior side of demising walls and (5) signage; provided, however, that Tenant shall be responsible for all costs and expenses relating to the misuse, overuse, negligence or willful misconduct or non-office use by Tenant or any of its agents, employees, licensees or invitees. Notwithstanding the foregoing, Tenant shall be responsible to maintain and repair, at Tenant's sole cost, any over-standard, supplemental systems and improvements added to the Premises by Tenant, alterations installed by Tenant, equipment or systems installed by Tenant; provided, however, upon the written request of Tenant, Landlord, at Tenant's sole cost, shall maintain and repair any permitted supplemental HVAC units serving the Premises (and Tenant shall grant Landlord access to the Premises, at times reasonably designated by Landlord), in

order for Landlord to do so); provided, however, Tenant shall, within thirty (30) days after demand, reimburse Landlord for all costs and expenses incurred by Landlord in connection therewith, plus an administrative fee equal to 5% of such costs and expenses. Without limiting the foregoing, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. Any work performed by Landlord under this subsection (b) to the Premises shall be in compliance with applicable laws.

10.2 Tenant's Right to Repair. In the event Landlord should fail, neglect or refuse to commence the repair, replacement or maintenance work required by Section 10(b) herein within five (5) days after written notice has been served by Tenant, or fail, neglect or refuse to pursue said repair, replacement or maintenance work with reasonable diligence to completion, the Tenant at its sole discretion may perform or cause to be performed said repair, replacement or maintenance work and deduct the reasonable cost thereof from the installments of rent next due as a charge to the Landlord.

10. SERVICES AND UTILITIES. Landlord shall furnish the following services and utilities to the Premises:

10.1 HVAC. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit D attached hereto. Any HVAC provided during other than Normal Working Hours shall be at \$50 per hour.

10.2 Electricity. Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings (if applicable) but in any event not less than seven watts of electric current (connected load) per square foot of Rentable Square Feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

10.3 Elevators. Landlord shall furnish freight and passenger elevator services to the Premises during Normal Working Hours. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

10.4 Water. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

10.5 Janitorial. Landlord shall provide janitorial service on five nights per week generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit E attached hereto.

10.6 Access. Landlord shall furnish to Tenant's employees and agent's access to the Building, Premises and Common Areas (including without limitation the roof, in accordance with Section 3 hereof) on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building.

11. LANDLORD ACCESS. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises, other than as a result of the acts or omissions of Tenant or its agents, employees, licensees or invitees, Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered untenantable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency or, upon reasonable advance notice, to perform janitorial services or maintenance/repair.

12. TENANT DEFAULT.

12.1 Default. The occurrence of any one or more of the following events (a "Default") shall constitute a material default and breach of this Lease by Tenant:

(i) the failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of ten days after written notice to Tenant;

(ii) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of 30 days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

12.2 Termination. Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law. Without limiting the foregoing, Landlord shall have all rights and remedies set forth in California Civil Code Sections 1951.2 and 1951.4, the terms of which are expressly incorporated herein as if expressly written herein.

12.3 No Effect on Indemnity. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

13. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default in Sections 9(d), 10(c) 19 and 20(b), Landlord shall be in default in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation

within **15 days** after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10(c)); provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such **15-day** period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the default by Landlord ("Landlord Default") is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; and/or (iv) to terminate this Lease. Any remedy of Tenant for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord **to Tenant** in the event of any default by Landlord hereunder or any claim, cause of action, obligation, contractual statutory or otherwise by Tenant against Landlord or the Landlord Parties concerning, arising out of or relating to any matter relating to this Lease and all of the covenants and conditions or any obligations, contractual, statutory, or otherwise set forth herein, shall be limited solely and exclusively to an amount which is equal to the greater of the interest of Landlord in and to the Building (including Landlord's interest in any proceeds of insurance policies), or **\$10,000,000, however this limitation shall not apply to the insurance required by Section 19 of this Lease or the indemnification required by Section 18.** No **personal** property or assets of any member, officer, director, shareholder, partner, trustee, agent, servant or employee of Landlord ("Representative") shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, Landlord's obligations to Tenant, whether contractual, statutory or otherwise, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Premises. Notwithstanding any contrary provision herein, neither Landlord nor any Landlord Representative shall be liable under any circumstances for consequential damages **to** Tenant's business.

13.1 Waiver. Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

14. ASSIGNMENT AND SUBLETTING. Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises only upon first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed: provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease.

15. ALTERATIONS AND ADDITIONS.

15.1 Landlord Consent. Tenant shall not make any alterations, improvements, additions, or utility installations in or about the Premises (collectively, "**Alterations**") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (provided that Tenant shall give Landlord at least 10 days' prior written notice thereof): (1) complies with all Laws; (2) is not visible from the exterior of the Premises or Building; (3) will not materially affect the systems or structure of the Building; (4) does not cost more than \$5,000; and (5) does not unreasonably interfere with the normal and customary business operations of Landlord or other tenants in the Building. If Landlord fails to respond in writing within 30 days of such request (together with all plans and specifications and other items required by Landlord, Landlord shall be deemed to approve the Alterations

15.2 End of Term. Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

16. CONDEMNATION.

16.1 Controlling Terms. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "**Condemnation**" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "**Condemnor**" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

16.2 Total Taking. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "**Date of Taking**").

16.3 Partial Taking. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the

Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the date that the nature and the extent of the Condemnation have been determined (the "**Determination Date**"), which notice shall set forth the date of termination. Such termination date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

16.4 Restoration. Notwithstanding the preceding paragraph, if, within 30 days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within 90 days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

16.5 Award. The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "**Award**" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

16.6 Waiver of Statute. Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

17. INDEMNIFICATION.

17.1 Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant or its employees, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees.

17.2 Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests, or visitors, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties

caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

18. INSURANCE.

18.1 Landlord's Insurance. During the term of this Lease, Landlord shall maintain the following insurance:

(a) Commercial property insurance which shall (1) cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates) and (2) be written for full replacement cost of the Property, with a deductible of no greater than 5% of the property value.

(b) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and general aggregate amount of \$5,000,000; (2) products/completed operations aggregate of \$2,000,000 and (3) personal and advertising injury of \$1,000,000.

18.2 Insurance Requirements. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "A^{VI}" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Tenant shall be written as primary policies, not contributing with, and not in excess of coverage which Landlord may carry.

18.3 Certificates. Landlord shall deliver to Tenant on the Commencement Date of this Lease and thereafter at least 15 days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than 30 days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates.

18.4 General Insurance - Lessee Requirements. During the tem of this Lease, Lessee shall maintain a program of insurance coverage as described below. Lessee, at its sole option, shall use commercial insurance and/or self-insurance coverage or any combination thereof to satisfy these requirements. Certificate(s) evidencing coverage will be provided to Lessor after execution of this Lease at Lessor's request.

18.5 Insurance Coverage Types and Limits - Lessee Requirements. General Liability coverage (equivalent to ISO policy form CG 00 01) with limits of not less than the following:

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

18.6 Waiver of Subrogation. Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

19. PARKING.

19.1 Tenant's Rights. Tenant shall have the right to the number of non-exclusive parking stalls set forth in Section 1 without charge for the Term of this Lease. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces allocated to Tenant hereunder are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

19.2 Remedies. Landlord acknowledges that it is a material term of this Lease that Tenant receive all of the Parking Spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the Parking Spaces required above are not available to Tenant after ten (10) business days' prior written notice (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then, provided any such failure is not due to Tenant's negligence, willful misconduct or breach of this Lease, or causes beyond Landlord's reasonable control, Tenant may terminate this Lease by giving written notice of such termination to Landlord prior to the cure of the unavailability in question, which notice shall be effective thirty (30) days thereafter.

20. ENVIRONMENTAL MATTERS

20.1 Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds,

toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

20.2 Landlord agrees to indemnify, defend and save harmless Tenant, its agents, officers and employees from or against all liability, expenses (including defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Substances on the Premises which was caused by the negligence, willful misconduct or breach of this Lease by Landlord.

21.3 Landlord shall use commercially reasonable efforts to deliver to Tenant, within 60 days of Landlord's receipt thereof, a copy of any notice received from any governmental agency during the Term hereof concerning the presence of Hazardous Materials in the Building or on the Premises.

21. ESTOPPEL CERTIFICATES. Tenant shall, within 30 days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Document II in the Supplemental Lease Documents delivered to Landlord concurrently herewith (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or holder of any mortgage upon Landlord's interest in the Premises. Failure of Tenant to timely comply with the provisions of this Section 22 shall constitute an admission by Tenant that Landlord's delivered statement is true and binding on Tenant.

22. TENANT IMPROVEMENTS. Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in the Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

23. LIENS. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

24. SUBORDINATION AND MORTGAGES.

24.1 Subordination and Non-Disturbance. Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease to future liens is expressly conditioned upon Tenant receiving a written commercially reasonable subordination, non-disturbance and attornment agreement ("SNDA") in the form of Document I in the Supplemental Lease Documents delivered to Landlord concurrently herewith and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase or right of first offer to purchase the Property which may be included herein, so long as Tenant is not in material default under this Lease. Landlord shall use commercially reasonable efforts to have any existing lender execute, within thirty (30) days after the Commencement Date, the SNDA referenced herein in favor of Tenant.

24.2 Notice of Default. If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail requesting any such notice with reference to this Section, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee a copy of any notice of Default served upon Landlord hereunder which could permit Tenant to terminate this Lease and an additional ten days within which to cure such Default.

25. SURRENDER OF POSSESSION. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

26. SIGNAGE. Subject to the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed), Tenant shall be permitted to install at the Premises, at Tenant's sole cost reasonably appropriate suite identification signs that conform with any and all applicable laws and ordinances and Landlord's sign program.

27. QUIET ENJOYMENT. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises and the non-exclusive quiet and peaceful enjoyment of the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

28. GENERAL.

28.1 Headings. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

28.2 Successors and Assigns. Subject to Section 14 above, all of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

28.3 Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as set forth in this Lease and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

28.4 Entire Agreement. This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

28.5 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

28.6 Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, or by facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

28.7 Governing Law and Forum. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

28.8 Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

28.9 Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

28.10 Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten days after written request is made therefore, together with all necessary information.

28.11 Community Business Enterprises. Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Document IV in the Supplemental Lease Documents delivered to Landlord concurrently herewith.

29. LOS ANGELES INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY.

Only the Los Angeles Regional Interoperable Communications System Joint Powers Authority ("Authority") Board of Directors has the authority, unless express delegated authority is otherwise given, by formally approving and/or executing this Lease, to bind the Authority to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Authority's Board of Directors, or its delegee, either through an amendment to the Lease or by other formal board action. No Authority officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary, unless express delegated authority is otherwise given by the Authority's Board of Directors. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Authority. Authority shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Authority's Executive Director or his delegee may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

30. ACKNOWLEDGEMENT BY LANDLORD. Landlord acknowledges that it is aware of the following provisions:

30.1 Intentionally omitted.

30.2 Intentionally omitted.

30.3 Landlord Assignment.

(a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee.

31. FORCE MAJEURE. EXCEPT WITH RESPECT TO MONETARY OBLIGATIONS, IN THE EVENT THAT EITHER PARTY IS DELAYED OR HINDERED FROM THE PERFORMANCE OF ANY ACT REQUIRED HEREUNDER BY REASON OF STRIKES, LOCK-OUTS, LABOR TROUBLES, INABILITY TO PROCURE MATERIALS NOT RELATED TO THE PRICE THEREOF, FAILURE OF POWER, RESTRICTIVE GOVERNMENTAL LAWS AND REGULATIONS, RIOTS, INSURRECTION, WAR OR OTHER REASONS OF A LIKE NATURE BEYOND THE CONTROL OF SUCH PARTY, THEN PERFORMANCE OF SUCH ACTS SHALL BE EXCUSED FOR THE PERIOD OF THE DELAY, AND THE PERIOD FOR THE PERFORMANCE OF ANY SUCH ACT SHALL BE EXTENDED FOR A PERIOD EQUIVALENT TO THE PERIOD OF SUCH DELAY. ACCESSIBILITY DISCLOSURE. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938, LANDLORD STATES THAT THE PREMISES HAVE NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).

[signature page follows]

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

EASTGROUP PROPERTIES, LP, a Delaware limited partnership
By: EastGroup Properties General Partners, Inc., a Delaware corporation, its general partner

By: _____
Name: William D. Petsas
Its: Senior Vice President

By: _____
Name: John E. Travis
Its: Vice President

TENANT:

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM,
a body politic and corporate

By: _____
Name: Patrick J. Mallon
Its: Executive Director

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By: _____
Senior Deputy

EXHIBIT "A"
FLOOR PLAN OF PREMISES

EXHIBIT "B"
LEGAL DESCRIPTION OF PROPERTY

DESCRIPTION:

PARCEL 2 IN THE CITY OF MONTEREY PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO, 16386, FILED IN BOOK 175 PAGES 36 TO 40 INCLUSIVE IN THE OFFICE OF SAID COUNTY RECORDER.

EXCEPTING FROM THAT PORTION OF SAID PARCEL 2 LYING WITHIN THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID SECTION 32, SAID POINT BEING 466.52 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WESTERLY LINE OF SAID SECTION 32, 500 FEET TO A POINT THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 32, TO ITS INTERSECTION WITH THE EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, 500 FEET TO THE NORTHERLY LINE OF SAID SECTION; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SECTION TO THE POINT OF BEGINNING ALL OIL, ASPHALTUM, PETROLEUM, AND NATURAL GAS, TAR OR OTHER HYDROCARBON SUBSTANCES AND PRODUCTS, FROM UNDER OR UPON THE SAID LANDS, WITH THE RIGHT TO REMOVE AND STORE AND SELL SUCH SUBSTANCES AND PRODUCTS THEREFROM, TOGETHER WITH ALL RIGHTS FOR THE PURPOSE OF MINING, EXCAVATING, BORING, DRILLING, SINKING OR OTHERWISE COLLECTING AND DEVELOPING SAID MINERAL SUBSTANCES AND THE RIGHT TO DEVELOP, STORE AND USE WATER FOR SUCH OPERATIONS AND DEVELOPMENT, AS RESERVED IN DEED FROM HUNTINGTON LAND AND IMPROVEMENT COMPANY, A CALIFORNIA CORPORATION, RECORDED OCTOBER 25, 1918 IN BOOK 6707 PAGE 300 OF DEEDS.

ALL OF WHICH RIGHTS WERE LIMITED TO THAT PORTION LYING BELOW A DEPTH OF 500 FEET, MEASURED FROM THE SURFACE OF SAID LAND, BY DEED EXECUTED BY SECURITY PACIFIC NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, SUCCESSOR BY MERGER TO SECURITY FIRST NATIONAL BANK OF LOS ANGELES, AS TRUSTEE UNDER THE WILL OF HENRY E. HUNTINGTON, DECEASED, (TRUST NO. 2-018442-0), RECORDED DECEMBER 17, 1980 AS INSTRUMENT NO. 80-1264035, OFFICIAL RECORDS.

ALSO EXCEPT FROM THAT PORTION OF PARCEL 2 LYING WITHIN THE LAND DESCRIBED IN THE DEED MENTIONED HEREAFTER, ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY JOAN D. COGEM, AS TRUSTEE, UNDER DECLARATION OF TRUST, DATED JULY 21, 1953 ESTABLISHED BY NATHAN DAVIDSON, TRUSTOR, IN DEED RECORDED ON MAY 8, 1981 AS INSTRUMENT NO. 81-461705, OFFICIAL RECORDS.

EXHIBIT "C"

**COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain lease ("Lease") dated _____, 2014, between Los Angeles Regional Interoperable Communications System Authority, a body politic and corporate ("Tenant"), and EastGroup Properties, LP, a Delaware limited partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at 2525 Corporate Place, Suite 100, Monterey Park ("Premises"),

Landlord and Tenant hereby acknowledge as follows:

- (1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on _____ ("Possession Date");
- (2) Tenant has accepted possession of the Premises and now occupies the same;
- (3) The Lease commenced on _____ ("Commencement Date");
- (4) The Premises contain 8,335 rentable square feet of space; and
- (5) Basic Rent per month is \$15,003.00, with escalations as outlined in the Lease.

IN WITNESS WHEREOF, this Memorandum is executed this ___day of _____, 2014.

"Tenant"
Los Angeles Regional Interoperable
Communications System Authority, a body
politic and corporate

"Landlord"
EastGroup Properties, LP,
a Delaware limited partnership

By: _____
Name: Patrick J. Mallon
Its: Executive Director

By: _____
Name: _____
Its: _____

EXHIBIT “D”

HVAC STANDARDS

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Normal Working Hours established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

EXHIBIT “E”
CLEANING AND MAINTENANCE

1. DAILY (Monday through Friday)
 - A. Carpets vacuumed.
 - B. Composition floors dust-mopped.
 - C. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
 - D. Waste baskets, other trash receptacles emptied; removing trash from the building to the designated area.
 - E. Chairs and waste baskets returned to proper position.
 - F. Fingerprints removed from glass doors and partitions.
 - G. Drinking fountains cleaned, sanitized and polished.
 - H. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
 - I. Bulb and tube replacements, as required.
 - J. Graffiti expunged as needed within seven (7) working days after notice by Tenant.
 - K. Kitchen/Lunchroom supplies replenished including paper supplies and soap.
2. WEEKLY
 - A. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
 - B. Window sills, ledges and wood paneling and molding dusted.
3. MONTHLY
 - A. Scrub and refinish all composition floors as needed.
 - B. High-reach areas, door frames and tops of partitions dusted.
 - C. Picture moldings and frames dusted.
 - D. Wall vents and ceiling vents dusted.
 - E. HVAC chiller water checked for bacteria, water conditioned as necessary.
4. QUARTERLY
 - A. Light fixtures cleaned and dusted, but not less frequently than Quarterly.
 - B. Draperies or mini-blinds cleaned as required, but not less frequently than Quarterly.
 - C. HVAC units serviced for preventative maintenance purposes, all filters changed.
 - D. Upholstered furniture vacuumed, plastic and leather furniture wiped.
5. SEMI-ANNUALLY

- A. All painted wall and door surfaces washed and stains removed.
 - B. All walls treated with vinyl covering washed and stains removed.
6. ANNUALLY
- A. Windows washed inside and outside.
7. AS NEEDED
- A. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
 - B. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
8. GENERAL
- Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.



Omnidirectional Antenna

Kathrein's omnidirectional antennas for wireless, paging, SMR and mobile applications are extremely robust, using the finest fiberglass, brass, and aluminum. Applicable mounting hardware is fabricated from stainless steel. Many models may be mounted inverted. Higher gain antennas can be provided with downtilt, as well.

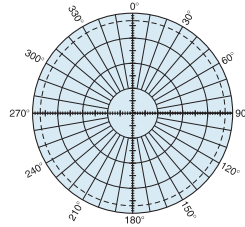
- Wireless
- Paging
- SMR
- Land Mobile
- ISM

Specifications:

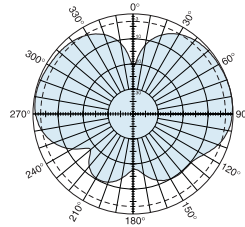
Frequency range	790–960 MHz (broadband)
Gain	2 dBi
Impedance	50 ohms
VSWR	< 1.5:1
Intermodulation (2x5w)	IM3: <-150 dBc
Polarization	Vertical
Maximum input power	100 watts (at 50°C)
H-plane beamwidth	Omni
E-plane beamwidth	78 degrees (half-power)
Connector	N female
Weight	1.6 lb (.74 kg)
Height	13.7 inches (348 mm)
Radome diameter	0.83 inches (21 mm)
Wind load	at 93 mph (150kph)
Side	4 lbf (17 N)
Wind survival rating*	120 mph (200 kph)
Shipping dimensions	17.9 x 4.4 x 3.8 inches (455 x 112 x 97 mm)
Shipping weight	3 lb (1.4 kg)
Mounting	For masts of 0.8 to 2.1 inch (20 to 54 mm) OD.

See reverse for order information.

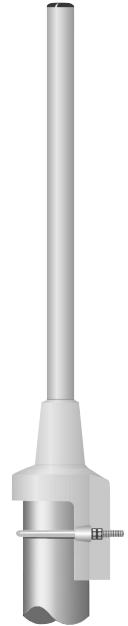
* Mechanical design is based on environmental conditions as stipulated in TIA-222-G (December 2009) and/or ETS 300 019-1-4 which include the static mechanical load imposed on an antenna by wind at maximum velocity. See the Engineering Section of the catalog for further details.

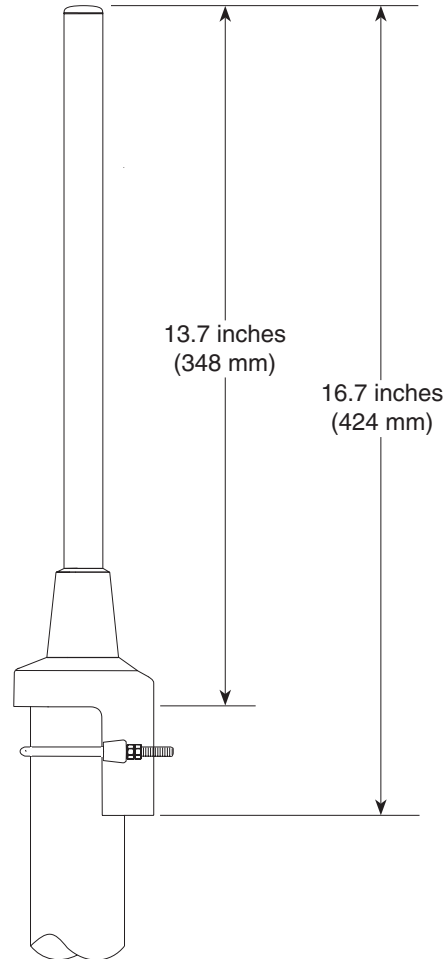
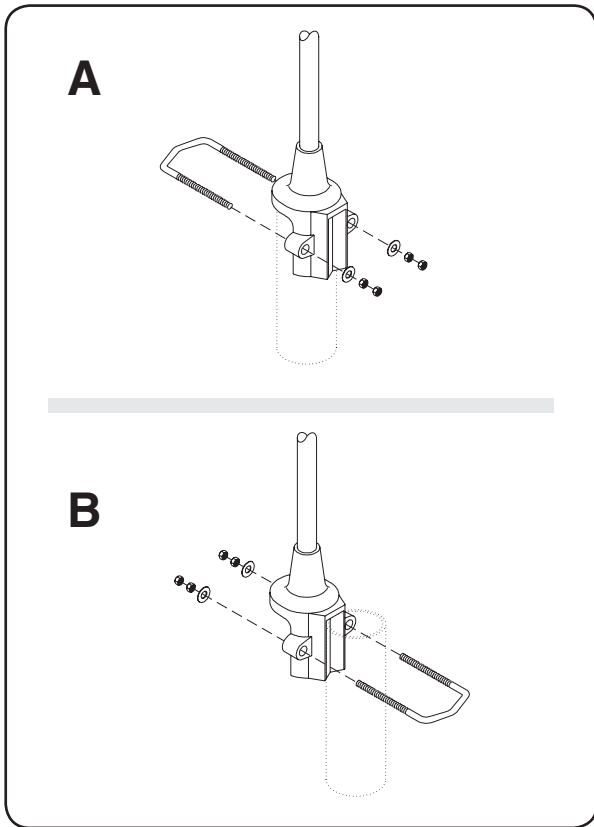


H-plane
Horizontal pattern
V-polarization



E-plane
Vertical pattern
V-polarization





Mounting Options:

	Description
A	Mounting for 1.6 to 2.1 inch (40 to 54 mm) OD mast
B	Mounting for 0.8 to 2.1 inch (20 to 54 mm) OD mast

Order Information:

Model	Description
K751161	Antenna with N connector 0° electrical downtilt

All specifications are subject to change without notice. The latest specifications are available at www.kathrein-scala.com.

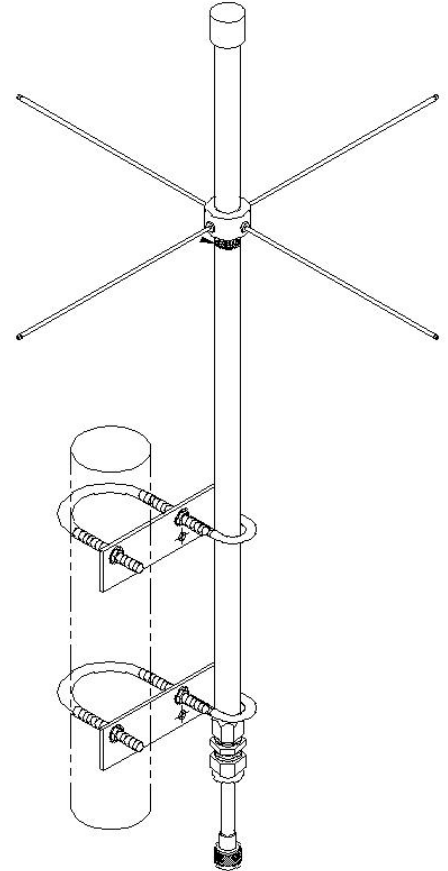
SG301-SF4SNF Ground plane omni, 0 dBd, 470-490 MHz

- Also referred as: SRL301NF*4
- Covers upto 20 MHz bandwidth without adjustment
 - Rugged construction, light weight and easy to install

The SG301 is a versatile antenna ideal for use where broadband, unity gain, omnidirectional coverage is needed. It covers a 20 MHz bandwidth without adjustment. Its rugged construction, light weight and ease of installation make it an ideal choice for RCC leased or rented system use. Because of its bandwidth it can be stocked for re-use or re-sale.

Application Notes

- For use in broadband applications such as transportation, agriculture, forestry and mining. Unity gain with omnidirectional coverage provides increased flexibility.



www.sinctech.com

Region	United States	Europe, Middle East and Africa	Caribbean and Latin America	Canada and rest of the world
Telephone	USA: 1 800 263 3275	International: +44 (0) 1487 84 28 19	International: +1 905 726 7676	Canada: 1 800 263 3275 International: +1 905 727 0165
E-mail	salesusa@sinctech.com	salesuk@sinctech.com	salesla@sinctech.com	salescan@sinctech.com

Electrical Specifications

Frequency Range	MHz	470 to 490
Bandwidth	MHz	20
Connector		N-Female
Gain (nominal)	dBd (dBi)	unity (2.1)
Input VSWR (max)		1.5:1
Polarization		vertical
Impedance	Ω	50
Pattern		Omni-directional
Vertical beamwidth (typ)	degrees	87
Average Power Input (max)	W	100
Lightning protection		DC ground

Mechanical Specifications

Depth	in (mm)	16 (406)
Length/ Height	in (mm)	23 (584)
Width	in (mm)	16 (406)
Base pipe diameter	in (mm)	0.75 (19)
Base pipe mounting length	in (mm)	8 (203)
Weight	lbs (kg)	2 (0.91)
Mounting Hardware (Standard)		Clamp135
Actual Shipping weight	lbs (kg)	5 (2.27)
Shipping dimensions	in (mm)	3x5x25 (76x127x635)

Environmental Specifications

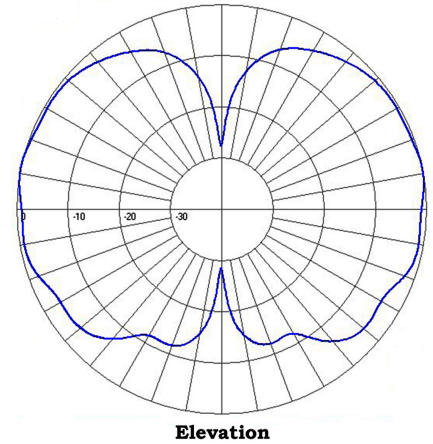
Temperature range	°F (°C)	-40 to +140 (-40 to +60)
Wind Loading Area (Flat Plate Equivalent)	ft ² (m ²)	0.09 (0.01)
Wind Loading Area (1/2" ice)	ft ² (m ²)	0.33 (0.03) *1
Rated wind velocity (no ice)	mph (km/h)	100 (161)
Rated wind velocity (1/2" radial ice)	mph (km/h)	85 (137)
Lateral thrust (100 mph No Ice)	lbs (N)	3.4 (15.3) *2
Bending moment (100 mph No Ice)	ft-lbs (Nm)	0.52 (0.7) *3

Notes

- *1 : 0.5" radial ice
- *2 : Values based on 100 mph with 0 inches of ice.
- *3 : Values based on 100 mph with 0 inches of ice.

Ordering Information

Clamps included.



www.sinctech.com

Region	United States	Europe, Middle East and Africa	Caribbean and Latin America	Canada and rest of the world
Telephone	USA: 1 800 263 3275	International: +44 (0) 1487 84 28 19	International: +1 905 726 7676	Canada: 1 800 263 3275 International: +1 905 727 0165
E-mail	salesusa@sinctech.com	salesuk@sinctech.com	salesla@sinctech.com	salescan@sinctech.com

Product Specifications

UHX6-107-P3A

6 ft Ultra High Performance Parabolic Shielded Antenna, dual-polarized, 10.7–11.7 GHz, CPRG flange, gray antenna, enhanced white radome with flash, standard pack—one-piece reflector



CHARACTERISTICS

General Specifications

Diameter, nominal	1.8 m 6 ft
Antenna Input	CPR90G
Antenna Type	UHX - Ultra High Performance Parabolic Shielded Antenna, dual-polarized
Polarization	Dual
Reflector Construction	One-piece reflector
Antenna Color	Gray
Radome Color	White
Radome Material Description	Enhanced
Flash Included	Yes
Packing	Standard pack

Electrical Specifications

Operating Frequency Band	10.700 – 11.700 GHz
Gain, Top Band	44.4 dBi
Gain, Mid Band	44.0 dBi
Gain, Low Band	43.6 dBi
Front-to-Back Ratio	80 dB
Cross Polarization Discrimination (XPD)	33 dB
Beamwidth, Horizontal	1.1 °
Beamwidth, Vertical	1.1 °
VSWR	1.06
Return Loss	30.7 dB

Product Specifications

UHX6-107-P3A

Radiation Pattern Envelope Reference (RPE) 2141J | 2142J
 Electrical Compliance US FCC Part 101A | ETSI Class 3

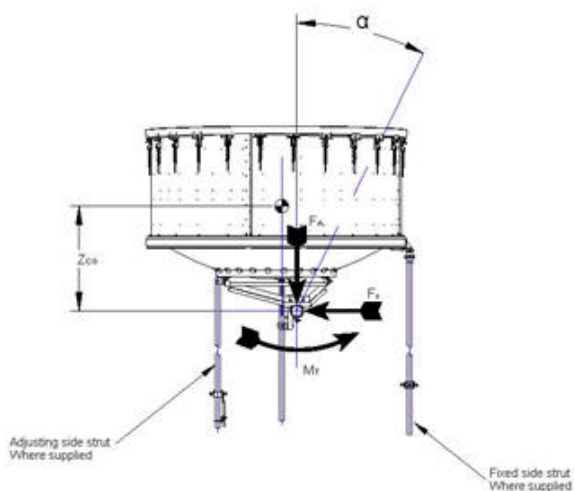
Mechanical Specifications

Wind Velocity Operational	112 km/h 70 mph
Wind Velocity Survival Rating	200 km/h 124 mph
Fine Azimuth Adjustment	±5°
Fine Elevation Adjustment	±5°
Mounting Pipe Diameter	115 mm 4.5 in
Side Struts, Included	1 inboard
Side Struts, Optional	1 inboard
Net Weight	163 kg 359 lb

Wind Forces At Wind Velocity Survival Rating

Axial Force (FA)	1427 lbf 6348 N
Side Force (FS)	707 lbf 3144 N
Twisting Moment (MT)	-2209 N•m -1681 lb/ft
Angle α for MT Max	-110 °
Force on Inboard Strut Side	9210 N 2070 lbf
Zcg without Ice	508 mm 20 in
Zcg with 1/2" (12 mm) Radial Ice	579 mm 23 in
Weight with 1/2" (12 mm) Radial Ice	263 kg 580 lb

Wind Forces At Wind Velocity Survival Rating Image





Product Specifications

UHX6-107-P3A

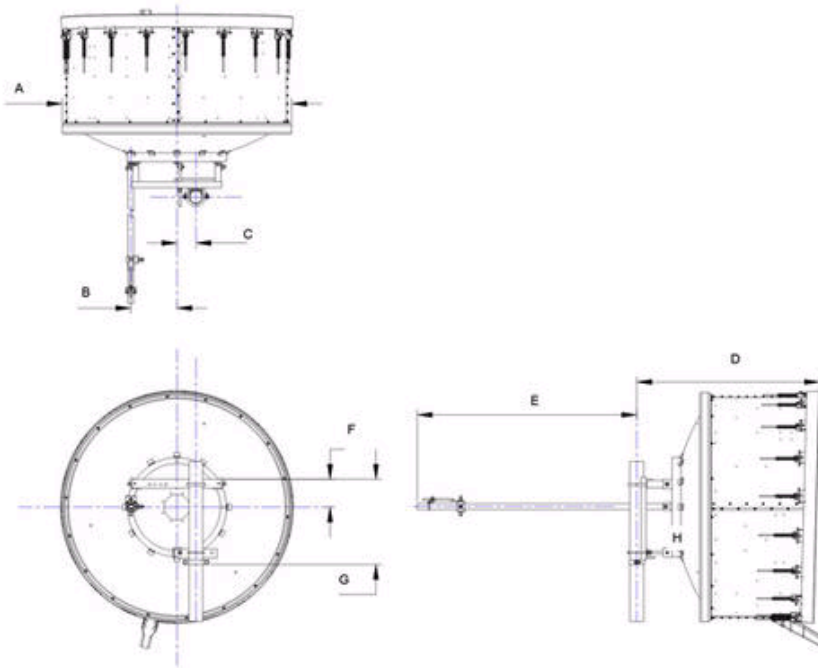
Packed Dimensions

Gross Weight, Packed Antenna	308.0 kg 679.0 lb
Length	2070.0 mm 81.5 in
Width	880.0 mm 34.6 in
Height	2120.0 mm 83.5 in
Volume	3.9 m ³

Product Specifications

UHX6-107-P3A

Antenna Dimensions And Mounting Information



A	1945 (76.5)	E	1855 (73.0)
B	389(15.3)	F	236 (9.3)
C	161 (6.3)	G	719 (28.3)
D	1544 (60.8)		

* Footnotes

Axial Force (FA)

Maximum forces exerted on a supporting structure as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.

Cross Polarization Discrimination (XPD)

The difference between the peak of the co-polarized main beam and the maximum cross-polarized signal over an angle twice the 3 dB beamwidth of the co-polarized main beam.

Front-to-Back Ratio

Denotes highest radiation relative to the main beam, at $180^\circ \pm 40^\circ$, across the band. Production antennas do not exceed rated values by more than 2 dB unless stated otherwise.

Gain, Mid Band

For a given frequency band, gain is primarily a function of antenna size. The gain of Andrew antennas is determined by either gain by comparison or by computer integration of the measured antenna patterns.



Product Specifications

UHX6-107-P3A

Operating Frequency Band	Bands correspond with CCIR recommendations or common allocations used throughout the world. Other ranges can be accommodated on special order.
Packing	Andrew standard packing is suitable for export. Antennas are shipped as standard in totally recyclable cardboard or wire-bound crates (dependent on product). For your convenience, Andrew offers heavy duty export packing options.
Radiation Pattern Envelope Reference (RPE)	Radiation patterns determine an antenna's ability to discriminate against unwanted signals under conditions of radio congestion. Radiation patterns are dependent on antenna series, size, and frequency.
Return Loss	The figure that indicates the proportion of radio waves incident upon the antenna that are rejected as a ratio of those that are accepted.
Side Force (FS)	Maximum axial forces exerted on support structures by side struts as a result of a 200 km/h (125 mph) wind from the most critical direction and extreme angle permitted. The forces are a component of, not in addition to, the maximum forces specified above.
Twisting Moment (MT)	Maximum forces exerted on a supporting structure as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.
VSWR	Maximum; is the guaranteed Peak Voltage-Standing-Wave-Ratio within the operating band.
Wind Velocity Operational	The wind speed where the antenna deflection is equal to or less than 0.1 degrees.
Wind Velocity Survival Rating	Microwave antennas, including mounts and radomes, where applicable, will withstand the simultaneous wind and ice conditions as specified.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

PATRICK J. MALLON
EXECUTIVE DIRECTOR

August 7, 2014

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

Dear Directors:

APPROVE SITE ACCESS AGREEMENTS WITH THE CITY OF LOS ANGELES

SUBJECT

Board approval is requested to delegate authority to the Executive Director to finalize and execute one or more Site Access Agreements with the City of Los Angeles.

RECOMMENDED ACTION:

It is recommended that your Board:

1. 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.
2. Authorize the Executive Director to finalize and execute, substantially similar in form, one or more Site Access Agreements with the City of Los Angeles. These Site Access Agreements are for the Long Term Evolution (LTE) broadband communication sites within their respective jurisdictions.

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 County 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 Agreements.

By entering into the Site Access Agreements with the City, they 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(s). The licensed site(s) 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:

City of Los Angeles	
Number of Sites	51
Term	In Effect Until Terminated
Lease Cost*	Gratis
Zoning Requirements	Exempt
Ministerial Permitting Costs	Applicable Permitting Fees to Apply

By granting approval for the execution of the SAAs with the City, it will assist in keeping the LTE project schedule on track, and make the goal of interoperable communications in Los Angeles County a reality.

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 Los Angeles for the implementation of the LA-RICS LTE installations.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

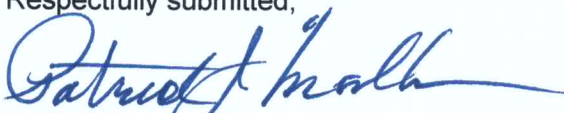
On March 6, 2014, the Board determined that design, construction, implementation, operation, and maintenance of the PSBN project (also known as the Long Term Evolution (LTE) Project) collectively and individually at the 229 sites where PSBN infrastructure will be constructed, installed, operated and 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