



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY (“AUTHORITY”)

BOARD OF DIRECTORS MEETING

Thursday, May 4, 2023 • 9:00 a.m.

County of Los Angeles Sheriff’s Department (LASD)
 Scientific Services Bureau
 Hertzberg Davis Forensic Science Center
 Conference Room 202
 1800 Paseo Rancho Castilla, Los Angeles, CA 90032

Microsoft Teams Meeting Link for the Public: [Click here to join the meeting](#)

Call-in Number for the Public:

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Telephone Number: (323) 886-6924

Conference ID: 421 293 02#

AGENDA POSTED: April 27, 2023

Complete agendas are available on the Authority’s website at <http://www.la-rics.org>.

MEMBERS		ALTERNATES	
1.	Fesia Davenport , CEO County of Los Angeles Chief Executive Office	1.	Leslie Luke , Deputy Director, Office of Emergency Management County of Los Angeles Chief Executive Office
2.	Anthony Marrone (Vice-Chair) , Fire Chief County of Los Angeles Fire Department	2.	Eleni Pappas , Deputy Fire Chief County of Los Angeles Fire Department
3.	Robert Luna (Chair) , Sheriff County of Los Angeles Sheriff’s Department	3.	Brian Yanagi , Chief County of Los Angeles Sheriff’s Department
4.	Richard Tadeo , Director, EMS Agency County of Los Angeles Department of Health Services	4.	Jacqueline Rifenburg , Assistant Director, EMS Agency County of Los Angeles Department of Health Services
5.	Vincent Capelle , Fire Chief Los Angeles Area Fire Chiefs Association	5.	Phil Ambrose , Battalion Chief Los Angeles Area Fire Chiefs Association
6.	Brian Solinsky , Police Chief Los Angeles County Police Chief’s Association	6.	Tom Jacobs , Lieutenant Los Angeles County Police Chief’s Association
7.	Mark R. Alexander , City Manager California Contract Cities Association	7.	Marcel Rodarte , Executive Director California Contract Cities Association
8.	David Povero , Police Chief At-Large Seat #8 (City of Covina Police Department)	8.	Ric Walczak , Captain At-Large Seat #8 (City of Covina Police Department)
9.	Cardell Hurt , Acting Police Chief At-Large Seat #9 (City of Inglewood Police Department)	9.	Neal Cochran , Acting Captain At-Large Seat #9 (City of Inglewood Police Department)
10.	Vacant Seat At-Large Seat #10 (City of Signal Hill Police Department)	10.	Vacant Seat At-Large Seat #10 (City of Signal Hill Police Department)

OFFICERS
Scott Edson , LA-RICS Executive Director
Oscar Valdez , County of Los Angeles, Interim Auditor-Controller
Keith Knox , County of Los Angeles, Treasurer and Tax Collector
Beatriz Cojulun , LA-RICS 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 (A)**
 - A. April 6, 2023 – Regular Meeting Minutes
Agenda Item A
- IV. PUBLIC COMMENTS**
- V. CONSENT CALENDAR – NONE**
- VI. REPORTS (B – E)**
 - B. Director’s Report – Scott Edson
Agenda Item B
 - C. Project Manager’s Report – Riad El Masri
Agenda Item C
 - D. Joint Operations and Technical Committee Chair’s Report – Lieutenant Robert Weber
 - E. Finance Committee Chair’s Report – No Report
- VII. DISCUSSION ITEMS (F – H)**
 - F. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao
Agenda Item F
 - G. Outreach Update – Lieutenant Robert Weber
Agenda Item G



- H. Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN)

Agenda Item H

VIII. ADMINISTRATIVE MATTERS (I – L)

I. ACCEPT 2022 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS

It is recommended that your Board:

1. Accept \$11,688,338 in grant funds from the Fiscal Year 2022 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2022 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

Agenda Item I

J. CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF DIRECTOR AND ALTERNATE(S)

It is recommended that your Board designate a Board Member to serve as the appointee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) and the Executive Director to serve as the alternate appointee, all in accordance with the provisions of Article 7 of the CJPIA.

Agenda Item J

K. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENLIST THE ASSISTANCE OF THE COUNTY OF LOS ANGELES AND OTHER GOVERNMENTAL AGENCIES FOR VARIOUS SERVICES AT LAND MOBILE RADIO SYSTEM SITES

It is recommended that your Board:

1. Delegate authority to the Executive Director to proceed with enlisting assistance from the County and other governmental agencies to perform various services in-house, via competitive bid, or via emergency processes managed by the County or the governmental agency via issuance of a written request for services that may be needed by the Authority at LMR System sites for an aggregate not-to-exceed amount of \$325,000.



2. Require the Executive Director to report quarterly to your Board regarding what costs, if any, were incurred for services required at LMR System sites, and the remaining balance of the not-to-exceed budgeted amount of \$325,000.

Agenda Item K

L. LA-RICS AND INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM AUTHORITY ISSI CONNECTION MEMORANDUM OF UNDERSTANDING

It is recommended that your Board:

1. Approve the MOU between LA-RICS and ICI, attached hereto (Enclosure), to allow for, among other things, the oversight, use, control, coordination and management of the regional Talkgroups using the ISSI connection.
2. Delegate authority to the Executive Director to execute the ISSI MOU with ICI.
3. Delegate authority to the Executive Director to approve and execute amendments to the ICI ISSI MOU, provided they are approved as to form by Counsel to the Authority.

Agenda Item L

IX. MISCELLANEOUS

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

XI. CLOSED SESSION REPORT – NONE

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, June 1, 2023, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.



BOARD MEETING INFORMATION

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) requests 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.)

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 as soon as possible. (323) 881-8291 or (323) 881-8295.

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA LO MAS PRONTO POSIBLE. (323) 881-8291 o (323) 881-8295.

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



BOARD OF DIRECTORS

REGULAR MEETING MINUTES

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

Thursday, April 6, 2023 • 9:00 a.m.
Conducted via Microsoft Teams Meeting

BOARD MEMBERS PRESENT

Mark Alexander, City Manager, California Contract Cities Association

ALTERNATES FOR BOARD MEMBERS PRESENT

Leslie Luke, Deputy Director, Office of Emergency Management, County of Los Angeles Chief Executive Office

Jacqueline Rifenburg, Assistant Director, EMS Agency, County of Los Angeles Department of Health Services

Phil Ambrose, Battalion Chief, Los Angeles Area Fire Chiefs Association

Tom Jacobs, Lieutenant, Los Angeles County Police Chief's Association

Eleni Pappas, Alternate Vice-Chair, Deputy Fire Chief, County of Los Angeles Fire Department

Brian Yanagi, Alternate Chair, Chief, County of Los Angeles Sheriff's Department

Neal Cochran, Captain, City of Inglewood Police Department

Ric Walczak, Captain, City of Covina Police Department

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Beatriz Cojulun, LA-RICS, Board Secretary

BOARD MEMBERS ABSENT / VACANT

Vacant, City of Signal Hill Police Department



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

I. CALL TO ORDER

Alternate Board Chair Brian Yanagi called the Regular meeting of the Board to order at 9:01 a.m.

II. ANNOUNCE QUORUM – ROLL CALL

Board Secretary Beatriz Cojulun took the roll and acknowledged a quorum was present.

III. APPROVAL OF MINUTES (A)

A. March 2, 2023 – Regular and Special Minutes

Agenda Item A

Alternate Board Chair Yanagi asked the Board if there were any questions or corrections to the attached minutes for the Regular and Special Meeting Minutes on March 2, 2023. There were no questions or corrections, therefore, he asked for a motion to approve.

Alternate Board Member Phil Ambrose motioned first, seconded by Alternate Board Member Eleni Pappas.

Ayes 8: Luke, Pappas, Yanagi, Rifenburg, Ambrose, Jacobs, Walczak, and Cochran.

Abstained 1: Alexander abstained since he was not present.

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR – NONE

There were no reports on the Regular or the Special Meeting Agendas.



VI. REPORTS (B – E)

B. Director's Report – Scott Edson

Executive Director Scott Edson greeted the Board and addressed the Board of Directors vacancy, and said that he had reached out to the Signal Hills Police Department (PD), to which the Police Chief holds an At-Large seat. Executive Director Edson said Signal Hill PD is currently transitioning from an interim to a permanent, and once a permanent Police Chief is appointed he would reach out to them in an effort to fill the tenth Board Member seat.

Executive Director Edson introduced LA-RICS' new Deputy Executive Director, Chief Ronald Watson. Executive Director Edson stated that Chief Watson was a thirty-five (35) year Fire Service professional and comes out of retirement from the County of Los Angeles (County) Fire Department (LACoFD) where he rose through the ranks of Firefighter, Firefighter Paramedic, Firefighter Specialist, Battalion Chief, Assistant Fire Chief, Acting Deputy Fire Chief and Chief Deputy of Business Operations. Executive Director Edson expressed that Chief Watson brings with him great knowledge in fire operations and public safety administration, as well as bringing many benefits to this program. Executive Director Edson went on to welcome aboard Chief Watson and asked him if he if he would you like to address the Board.

Chief Watson thanked Executive Director Edson and Members of the Board, then went on to reiterate his County experience and background with LACoFD and eventually retiring as Chief Deputy. Chief Watson shared that he was participant liaison to LA-RICS Board in its infancy and he was excited to return and see how the Project has matured, and how it is today. Chief Watson hopes that he can bring any operational and business expertise that he may have to Executive Director Edson, LA-RICS, and the greater good for successful outcomes.

Executive Director Edson talked about the last sixty (60) days which were extremely challenging for the Land Mobile Radio (LMR) system when it came to weather. Executive Director Edson said that repeated snow, rain, and wind occurring several times really stressed the system, as well as access to the higher elevation sites. Executive Director Edson shared that several feet of snow, washed out roads, mud, and landslides all repeatedly continued to occur. Executive Director Edson expressed that with assistance from the United States Forest, the LACoFD and the County of Los Angeles (County) Sheriff's Department (LASD), roads were cleared or repaired to allow access to the Authority's sites, only to be damaged repeatedly.

Executive Director Edson believes that during the worst of these times the Authority had generator failures which required fueling some of the generators, and on behalf of the Authority could not thank enough the LASD and LACoFD for all the help they provide in ensuring sites remained online.



Executive Director Edson mentioned the overall system fared well and it should have, because it is a public safety grade system. Executive Director Edson was aware that one of the sites was damaged by falling ice, as well as other sites needing microwave adjustments and strengthening, all of which Motorola Solutions, Inc. (MSI) is correcting as access becomes available.

Executive Director Edson stated that some of the damage might be covered by the Authority's insurance, while some of the damage could be due to a poor design by MSI, which is still being sorted out. Executive Director Edson said that even with the weather, LASD and the LARICS team were successful in moving all Sheriff's stations over to full Digital Trunked Voice Radio System (DTVRS) testing status. Lost Hills Sheriff's Station was the last station to move over with a very smooth migration. Executive Director Edson further stated that all of this weather, damage and repairs has caused a one-month delay in officially cutting over the DTVRS, and expected to take place on April 17, 2023.

Executive Director Edson reported that coverage acceptance testing and functional acceptance testing on the DTVRS was completed in anticipation of provisional DTVRS acceptance. Executive Director Edson further reported that LA-RICS staff participated in testing and reviewed test results. Executive Director Edson shared that technical staff also worked on Closeout Book activities for the DTVRS sites to ensure MSI has properly completed documentation of the DTVRS subsystem and sites. Executive Director Edson went on to say that LA-RICS staff continues to facilitate end user testing of the DTVRS and ensure ancillary connections, such as logging recorders, are completed before the DTVRS cutover. Executive Director Edson said that cutover to the DTVRS system is critical, because doing so will free up frequencies that would be used in other sub-systems, this sub-system approach had to be done due to the frequency interference issues was discovered in this region.

Executive Director Edson stated that as for the Analog Conventional Voice Radio System (ACVRS) and the Los Angeles Regional Tactical Communications System (LARTCS), the coverage testing began last month and staff is participating in audio quality evaluation along with MSI personnel. Executive Director Edson further stated that LARTCS low-band is being tested as well as some ACVRS.

Executive Director Edson said the Narrowband Mobile Data Network (NMDN) sub-system was accepted late last year, which users on the system have enjoyed outstanding coverage and excellent throughput for their business needs. Executive Director Edson went on to say that regarding NMDN, LACoFD was able to interface with the California Department of Forestry and Fire Protection (CAL FIRE) and now both agencies are sharing Vehicle Location information and can see each other's equipment anywhere in the State. Executive Director Edson reported that it was launched at the California Chapter of the National Emergency Number Association



(CALNENA) conference last week, which has been an incredible leap in fire interoperability. Executive Director Edson further reported that dispatch centers have the ability to filter the units using a Locator filter, which enables each dispatch center to see all, or only the units they want to see, by agency, call, incident, strike team and status. Executive Director Edson stated this was the first statewide Automated Vehicle Location (AVL) system for California Fire Services.

Executive Director Edson said that since the Board's last meeting the Authority lost its Program Director, Justin Delfino, and its Program Manager, Steve Page. Executive Director Edson Riad El Masri has stepped up for Jacobs to fill those gaps and has been assisted by Eric Steinberger. Executive Director Edson shared that Program Lead, Riad El Masri would be presenting the Program Manager's (PM) Report, immediately following this report under Agenda Item C.

Executive Director Edson shared that he and Chief Watson have been in discussions with Jacob's leadership, who is actively searching for someone to step into the Program Director position. Executive Director Edson said that yesterday the Authority interviewed its first candidate, and while still looking at others, there is hope to have the position filled sometime next week.

Executive Director Edson confirmed that MSI submitted a new Integrated Master Schedule (MS) showing system completion one (1) month later, which now reflects it to be at the end of November 2023. Executive Director Edson stated the Authority was still analyzing the IMS and it appears that weather caused most of the delay, site damage, and microwave alignment issues. Executive Director Edson expressed the Authority needs to determine how much of this is "force majeure" and therefore acceptable, and what may be design or construction flaws, that are not acceptable and should be recovered.

Executive Director Edson commented the Authority had a great Joint Operations and Technical Committee meeting last month, which included a discussion on Talkgroups. Executive Director Edson further commented the Joint Committee discussed the business case to allow certain specialized units to monitor Talkgroups in a countywide manner. Executive Director Edson that LASD's Special Enforcement Bureau and Aero Bureau personnel provided much of the discussion on the business needs of monitoring Talkgroups with additional input for outside agencies in attendance. Executive Director Edson stated that Operations Lead Lieutenant Robert Weber would provide the Joint Committee report under Agenda Item D.

Executive Director Edson stated that Technical Lead Ted Pao would provide an update on Spectrum and Federal Communications Commission (FCC) licensing under Agenda Item F.



Executive Director Edson reported that last month immediately following the Joint Power Authority (JPA) meeting, Executive Director Edson and Operations Lead Lt. Weber attended the Contract City Managers, 35th Annual City Managers' Educational Seminar, in Cerritos. Executive Director Edson expressed that it was well attended by the Cities and they had an opportunity to present an overview and update of the LA-RICS system. Executive Director Edson said that Operations Lead Lt. Weber would provide an update on outreach to include early onboarding of users and specialized coordination, under Agenda Item G.

Executive Director Edson went on to say that as for Administration and Fiscal, attached in the Agenda Packet is the independent Auditor's report for Fiscal Year Ending June 30, 2022. Executive Director Edson mentioned that attending today's meeting were representatives from the both the Auditor–Controller's Officer and the audit firm they retained to present the report to the Board under Agenda Item H.

Executive Director Edson described how the project continues to make significant progress wrapping up Phase 2 work and well underway with Phase 4 and accepting subsystems, the Authority is seeing corresponding spending from the open and awarded grants. However, Executive Director Edson, noted that expenditures reflected in the Authority's grant status tracker (\$4 million in Urban Authority Security Initiative (UASI) 22' funds incurred to-date) reflect the application of contract "discounts" which form part of our Contract with MSI.

Executive Director Edson further detailed these discounts are being applied to each Work Acceptance Certificate (WAC) and corresponding invoice which reduce the total amount due and payable from the Authority's grant funds correspondingly. Executive Director Edson said to-date, the Authority has taken \$3.7 million in LMR system discounts and this value is reflected in the grant funded cost incurred. Executive Director Edson stated the Authority has an additional \$13 million in discounts to be taken prior to contract completion with MSI.

Executive Director Edson reported that under Agenda Item I, the Authority is requesting the Board's approval to accept the State Homeland Security Grant Program (SHSGP) funds totaling \$3.5 million and execute the corresponding 2022 Sub-Recipient Agreement. Executive Director Edson recalled that for the past eight (8) years, the grant funds had been awarded entirely from Urban Authority Security Initiative (UASI) grant, therefore, the team currently engaged with the Authority's partners at the County overseeing the SHSGP and look forward to a successful process as to the use of these funds.

Executive Director Edson informed the Board that as the Authority had previously reported the Authority continues to work through resolution of permanent power at sites Burnt Peak (BUR1) and Green Mountain (GRM) and in the meantime the temporary power solution achieved via rollup generators. Executive Director Edson further informed the Board that unfortunately outages of these generators, has



resulted in a Change Order for these two (2) sites as reflected in Agenda Item K. Executive Director Edson said these Change Orders would be paid out of the contingency line item funded by the open and awarded grants.

Executive Director Edson concluded by saying that today, before the Board is the much needed item addressing the need to appoint a Board Member to serve as the appointee that would represent the Authority on the California Joint Powers Insurance Authority, under Agenda Item J; an amendment to a Site Access Agreement for which the Authority needs an air conditioning unit, under Agenda Item L; and a Memorandum of Understanding (MOU) for use of the LA-RICS system prior to final acceptance, under Agenda Item M. Executive Director Edson recommends approval of the Amendment and the MOU.

This concluded the report on Agenda Item B by Executive Director Edson. There was no further discussion.

C. Project Manager's Report – Riad El Masri

Project Team Lead Riad El Masri greeted the Board and presented Agenda Item D.

March Successes

Project Team Lead El Masri provided the March 2023 highlights and stated the NMDN1 Subsystem entered the Bridge Warranty period and remains operational. Project Team Lead El Masri reported that monthly status reports to track the quality of the system and warranty issues are under team review. Project Team Lead El Masri further reported that monthly reports reviewed so far have reported no major issues with the system running as intended.

Project Team Lead El Masri shared that at the MCI site, the Automatic Transfer Switch (ATS) was installed on March 23, 2023, by Metrocell and commissioned by the ATS manufacturer, Cummins.

Project Team Lead El Masri mentioned that at the Compton Court Building (CCB) site, the microwave dish mounts installation work was completed by the MSI sub and inspected by the Judicial Council of California (JCC) inspector on March 20, 2023.

Project Team Lead El Masri informed the Board that in response to recent weather events and conditions across the forest, on March 13, 2023, the Angeles National Forest implemented a Flood and Storm Emergency Response Incident Management Team (IMT). Project Team Lead El Masri further informed the Board this team successfully gained access to five (5) priority communication sites, which were Mount Lukens 2 (MTL2), Magic Mountain Link (MML), Johnston Peak 2 (JPK2), and Grass Mountain (GMT). Project Team Lead El Masri said the fifth site



was Frost Peak (FRP), and still pending the monthly ski and monthly resort season to end.

Project Team Lead El Masri reported that Low Band Testing & ACAP Audio Grading started on March 15, 2023, and would continue through the end of April 2023.

Project Team Lead El Masri shared that Right of Entry (ROE) Authorizations and migration coordination is underway with the County of Los Angeles Internal Services Department (ISD).

Project Team Lead El Masri mentioned that migration of ISD equipment to the LA-RICS towers continue, as well as continuous weekly meetings with members of County ISD and LA-RICS personnel.

March Challenges

Project Team Lead Riad El Masri expressed that accumulation of snow on site towers and utility power lines from the blizzard that hit the Angeles Forest towards the end of February turned into ice in early March and brought utility power poles and power lines down causing extended power outages. Project Team Lead El Masri mentioned that Hauser Park (HPK), Mount McDill (MMC), and Magic Mountain Link (MML) sites remained without commercial power from 17 to 27 consecutive days, which took the cumulative backup generator hour runtime at these sites over the two-hundred-hour limit per year mandated by the Air Quality Management District (AQMD) permits.

Project Team Lead El Masri provided a detailed description at the MMC site, in which ice fell from the tower onto the ice bridge on Saturday, March 4, 2023, causing severe damage to Radio Frequency (RF) lines and equipment, to which MSI elected to take the site offline. Project Team Lead El Masri further detailed that at the HPK site, due to high wind ice fell onto the backup generator causing damage to the exterior housing of the generator.

Project Team Lead El Masri reported that severe weather continued in March with the atmospheric river storm system bringing waves of heavy rain and high winds. Project Team Lead El Masri further reported that heavy rain washed out portions of site access roads at the Angeles Forest sites. Project Team Lead said that MSI reported that high winds and snow accumulation caused damage to the microwave dish antenna mounts at ten (10) of the Angeles Forest sites, which now these Microwave dishes will require realignment and repair.

Project Team Lead El Masri stated that unfortunately the Whitaker Middle Peak (WMP) site was not on the Angeles Forest priority sites list, therefore, access road to this site remains inaccessible as the washed-out portions of the road requires major reconstruction work.



LA-RICS Site Map

Project Team Lead Riad El Masri detailed what was viewed on the MCI site picture and noted on how far down the ice bridge slipped due to the force of fallen ice. Project Team Lead El Masri further detailed how the U-bolts appeared to have slid down the vertical posts and the horizontal steel (ice shield) has been significantly bent and deformed, damaging the RF lines and equipment inside the shelter, along with some antennas on the tower.

Project Team Lead El Masri said the team has been tracking progress off an approved IMS of February 7, 2023 Data Date (DD), however, the current IMS March 14, 2023DD, which is currently under review, reflects forecast for a final System Acceptance in November 2023, with the critical path driven by activities leading to the DTVRS subsystem cutover. Project Team Lead El Masri also said the forecasted November date is an estimate pending site roads clearance so that MSI can troubleshoot and fix microwave link issues.

Project Team Lead El Masri mentioned the rebuild and restoration of the MMC site is another critical variable affected by continuous high wind and equipment delivery lead time a delays (basically supply chain).

LA-RICS Site Map

When referencing the LA-RICS Site Map, Project Team Lead El Masri, said the site on the map reflect all of the sites so far constructed, audited, Phase 2, Phase 4, and optimized.

April Focus Items

Project Team Lead Riad El Masri said that MMC site has ongoing restoration work and getting daily reports from MCI regarding work progress, the main issue there is the high wind because most of the work in not done underground and inside the shelter. Project Team Lead El Masri shared that staff have been discussing and coordinating who and when they will go during the weekend, in an effort to take advantage of the weather.

Project Team Lead El Masri informed the Board that staff are working on Microwave Dish Mounts Repair & Realignment Work.

Project Team Lead El Masri said the Authority continues to receiving and processing Closeout documentation owed by MSI.



Project Team Lead El Masri shared the team continues to coordinate the efforts with State Parks and LADWP in finalizing the planned infrastructure upgrades needed to provide commercial utility to the GRM site.

Project Team Lead El Masri shared there are continued efforts in the preparations for DTVRS cutover, which are scheduled to start April 18, 2023.

Project Team Lead El Masri further shared staff continues to explore road access options to WMP Site

Project Team Lead El Masri mentioned that staff are working to secure a permanent back-up generator for the MCI site.

This concluded the presentation and report on Agenda Item C by Project Team Lead Riad El Masri.

Alternate Board Member Leslie Luke made a comment regarding the waivers under a state or local emergency, that if there was a waiver for the generator hours, as well as to extend the generator hours under those type of circumstances. Project Team Lead El Masri responded by saying the Authority currently applied for an emergency hearing and have been approved and scheduled for a hearing on May 25, 2023. Project Team Lead El Masri further said the approval came with a consent that does not require the Authority to attend. Project Team Lead El Masri went on to say the Authority would be able to apply for a waiver on the fees.

There was no further discussion.

D. Joint Operations and Technical Chair's Report –

Operations Lead Lieutenant Robert Weber greeted the Board and provided them with a report on the Joint Operations and Technical Committee meeting that was held on Tuesday, March 21, 2023. Operations Lead Lt. Weber further reported there was quorum; minutes were approved; reports were presented by Riad El Masri (LMR Update), Scott England (ISSI Working Group and LACoFD NMDN Update), and Technical Lead Ted Pao (Spectrum and Licensing).

Under Discussion Items, Operations Lead Lt. Weber and Technical Lead Ted Pao presented the LA-RICS System Management and Site Access Profile Management. Operations Lead Lt. Weber shared there were discussions with representatives from LASD Special Enforcement Bureau and the LASD Aero Bureau as to how the system would be managed appropriately within the system cells to avoid overloading, as well as finding ways to allow the Special Enforcement Bureau to be able to listen and communicate for longer distances. Operations Lead Lt. Weber went on to provide an example, that if the Swat Team was located in Monterey Park with an unfolding incident in the Palmdale area, while they prepared



to deploy for that incident, they would be able to listen to the real time activities going on in the field. Operations Lead Lt. Weber said the same would be applicable for the Aero Bureau, but it is in a slightly better position, since once they get into the air they are able to tap into more of the Authority's towers, and if they are on the ground or doing other activities there is a need for them to listen across the County and outside of the cells they are in.

Operations Lead Lt. Weber said that with no other matters to address the meeting adjourned.

This concluded the presentation and report on Agenda Item D by Project Operations Lead Lt. Weber.

E. Finance Committee Chair's Report – None

VII. DISCUSSION ITEMS (F – H)

F. Spectrum and Licensing Issues Impacting Land Mobile Radio Deployment – Ted Pao

Technical Lead Ted Pao reported that currently there is no update on the Federal Communications Commission (FCC) regarding the two (2) outstanding license applications for [Tejon Peak (TPK)], as they are still pending review and final approval. Technical Lead Pao expressed there was a new temporary authorization for Channel 14 at TPK. Technical Lead Pao shared that Special Temporary Authorization (STA) is needed until the Authority gets the permanent license.

Technical Lead Pao reported on interference issues and said the Authority found that wireless microphone system for event venues, such as Crypto Center and Dodgers Stadium have occasionally used TV Channel 15 spectrum to operate. Technical Lead Pao further said the Authority's DTVRS operates largely on Channel 15 and Channel 16, as well as these two venues have also used Channel 15 spectrum. Technical Lead Pao further said that although these are very low-power transmitters, it may still cause operational issues for the Authority's end-users. Technical Lead Pao concluded by saying the Authority has engaged with County ISD to conduct outreach to these venues so the wireless microphone operators are aware of potentially causing interference to the Authority's LMR System.

This concluded the update on Agenda Item F. There was no further discussion.



G. Outreach Update – Lieutenant Robert Weber

Operations Lead Lieutenant (Lt.) Robert Weber greeted Board members and referenced the detailed Outreach Summary document for the month of March included in the Agenda Packet for review and information.

Operations Lead Lt. Weber reported that during the month of March 2023, Authority staff and personnel Motorola Solutions Inc. (MSI) started testing for the ACVRS and LARTCS systems. Operations Lead Lt. Weber also reported the process involves both field grid testing as well as stationary audio testing. Operations Lead Lt. Weber said that although the testing is very manpower intensive, the Authority's teams are making good progress. Operations Lead Lt. Weber went on to say the Authority is also working closely with MSI to streamline the process to make it as efficient as possible. Operations Lead Lt. Weber stated that as of the end of March, Authority staff and personnel from the County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) are currently conducting full station testing for the DTVRS system at all Sheriff's Stations. Operations Lead Lt. Weber did say that although the system suffered a significant setback with the weather damage to the Mount McDill Communications (MMC) site it also showed very good resilience. Operations Lead Lt. Weber mentioned that as designed, the system continued to work by connecting to other towers that were not damaged. Operations Lead Lt. Weber shared that LA-RICS staff is still evaluating the metrics from the testing; however, considering the weather-related damage the system continues to perform very well.

Operations Lead Lt. Weber further reported that Authority staff conducted additional outreach to the City of Sierra Madre and The City of Claremont, as well as several Sheriff's Department Contract Cities. Operations Lead Lt. Weber shared that those Contract Cities are all evaluating their communications needs and the possibility of using LA-RICS. Operations Lead Lt. Weber Authority staff will work closely with these agencies to ensure their needs are met.

Operations Lead Lt. Weber stated that Authority staff members have continued close contact with our State and Federal partners to ensure interoperability during major events and to further collaborate on regional public safety communication.

This concluded the update on Agenda Item G. Operations Lead Lt. Weber asked if there were any questions.

Board Member Mark Alexander suggested reaching out to the City Manager of the City of Industry since he is communication with him and demonstrated interest in the LA-RICS Program, Josh Nelson. Operations Lead Lt. Weber thanked Board Member Alexander and said he would reach out to him.

There was no further discussion.



H. Statements and Independent Auditors Report for the Fiscal Year Ending June 30, 2022 - BCA Watson Rice LLP

Jung Son from the County of Los Angeles Auditor-Controller's Office greeted the Board; ahead of the presentation, she thanked her staff for preparing the financial statements, as well as the LA-RICS staff. Ms. Son presented Helen Chu of BCA Watson Rice LLP., who would be presenting on the Statement and Independent Auditors Report for the Fiscal Year Ending June 30, 2022.

Helen Chu, an Engagement Partner, with BCA Watson Rice LLP, went on to present the results of the financial and single audit of LA-RICS for the Fiscal Year (FY) of June 30, 2022. Ms. Chu further stated that her agency issued an unmodified opinion, a clean opinion on the financial statements, the governmental activities in each major funds of the Authority as of June 30, 2022.

Ms. Chu said her agency also issued a report on internal controls over financial reporting and compliance in accordance with governmental auditing standards; they did not identify any deficiencies in the internal controls or financial reporting and no material weaknesses were identified.

Ms. Chu stated compliance with each of the major Federal programs was also issued and they gave an opinion of unmodified, a clean opinion, the Authority complied the Office of Management and Budget (OMB) Compliance Supplement on each major Federal program for the year-end June 30, 2022.

Ms. Chu spoke about a separate report on internal controls over compliance was also issued and did not identify any deficiencies on internal controls over compliance, and no material weaknesses were identified.

Ms. Chu went on to point out some of the financial highlights for the year-end June 30, 2022, were in the Agenda Item H Enclosure [(pages eight (8) through thirteen (13)]. Ms. Chu reported the Authority had assets that totaled \$203.9 million; County Treasury pooled cash, investments, deposits, which totaled \$4.7 million; program revenues totaled \$36.3 million and mainly consisted of Federal grants in the amount of \$35 million and communications services \$1.3 million.

Ms. Chu further reported the Authority has a cash operating loan balance of \$28 million from the County for the funding of starting of operations cost, which was consistent from the previous year.

Ms. Chu as of June 30, 2022, the Authority had \$168.3 million in capital assets consisting of telecommunication equipment under construction valued at \$168 million; telecommunication equipment valued at \$347,000; and office furniture valued at \$55,000.



Ms. Chu stated her agency is required to communicate certain matters. Ms. Chu said that one of their responsibilities under generally accepted auditing standards is to conduct their audit in accordance with auditing standards generally accepted in the U.S. and also standards applicable to the financial audits contained and government auditing standards. Ms. Chu explained the audit's purpose was basically to provide a reasonable assurance and not absolute, about whether the basic financial statements are free of material statements, whether caused by error or fraud.

Ms. Chu additionally explained they gained a basic understanding of the internal control policy and procedure to design an effective and efficient audit approach.

Ms. Chu continued to say that other communications like the accounting practice, there was a new Governmental Accounting Standards Board (GASB) Statement number eight –seven (87), which was on leases that had a change and was affected and Fiscal Year (FY) ending June 30, 2022, and basically the Authority recognized a lease liability on the office space for the Monterey Park, of \$576,000 and a total value of right to use lease building asset account of \$568,000.

Ms. Chu went on to say there were no audit adjustments, no uncorrected misstatements, no disagreements with management, they were not aware of any consultations that management had about other accountants on accounting or other auditing matters, there were not significant issues discussed with management, and there were no difficulties in performing the audit.

Ms. Chu stated they obtained certain representation from management that is called management representation letter that is included in the audit packet.

Ms. Chu concluded her report by saying that during the course of the audit they did not identify any improvements needed in the process or the controls, which would be included in a separate management letter, and there were no management letter comments.

Ms. Chu concluded the update on Agenda Item H.

Board Member Alexander noted that in the report there was a loan payable accounting for \$28 million and also noted that in the notes it indicates that there are no interest and no re-payment schedule, at which point he asked how would that be addressed in the future. Ms. Susy Orellana-Curtiss responded by saying that County Chief Executive Officer (CEO), Sachi Hamai, requested the footnote be included in Audit reports and would need to engage the current CEO, Fesia Davenport, to determine if and when the County would decide to call the loan, but as of this time it was indicated to the Executive Director there was no intent to call the loan or the re-payment, therefore, the footnote remains unchanged. Board Member



Alexander asked if the Authority were to continue on this path, down the line would this eventually need something from the County in writing off the debt. Executive Director Edson responded by saying that is the County's discretion and they have asked the Authority to carry the footnote and will do so until the County addresses the issue.

There was no further discussion.

I. ACCEPT 2022 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) FUNDS

Ms. Orellana-Curtiss addressed the Board seeking approval of Agenda Item I on behalf of the Authority to 1) accept \$3,520,000 the State Homeland Security Grant Program (SHSGP) for FY2022; 2) to authorize the Executive Director to execute the Subrecipient Agreement, which substantially similar in form to the Enclosure in the agenda packet; and to 3) delegate authority to the Executive Director to execute any amendment that does not change the award amount. Ms. Orellana-Curtiss stated that once the Board approves, the Subrecipient Agreement it would be executed through the Administration, which is the County of Los Angeles (County) and California Governor's Office of Emergency Services (Cal OES).

Ms. Orellana-Curtiss stated as Executive Director Edson mentioned it has been about eight (8) years since last receiving SHSGP funds. There was no further discussion.

Alternate Chair Yanagi asked if there were any questions, to which there were none. Board Member Alexander motioned first, seconded by Alternate Board Member Eleni Pappas.

Ayes 9: Alexander, Luke, Pappas, Yanagi, Rifenburg, Ambrose, Jacobs, Walczak, and Cochran.

MOTION APPROVED.

J. CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF DIRECTOR AND ALTERNATE(S)

Executive Director Edson informed the Board this is a position that Board Member Alexander has held for many years, since the project's inception. Executive Director Edson shared that Board Member Alexander has decided to retire in May, but will still be able to attend the Board meeting on May 4, 2023.

Executive Director Edson said that Board Member Alexander is assisting in the efforts seeking who will replace him as the Authority's California Joint Powers Insurance Authority (CJPIA) representative. Executive Director Edson opened the



floor for discussion, as well if anyone wanted to volunteer for the position, and asked for a brief description of position's duties.

Board Member Alexander said the CJPIA is a self-insurance pool, primarily of cities, but has other public agencies as well, for example his City of La Canada Flintridge, is a member of that pool. Board Member Alexander further said that many Contract Cities are members of the pool. Board Member Alexander shared that when LA-RICS was formed and was looking for insurance, LA-RICS went to the CJPIA and they extended coverage. Board Member Alexander attends the meetings as a member of his City, therefore, he performed dual duty and also attended representing LA-RICS.

Board Member Alexander mentioned that he is currently in talks with someone he believes might replace him, as LA-RICS representative, for which their City is also a CJPIA member. Board Member Alexander said that unless there was anyone interested in volunteering for the position entailing insurance/risk management and three (3) hour meetings, he suggested holding off until the next meeting and tabling it.

Board Member Alexander requested Agenda Item J be tabled for the next meeting. Alternate Board Member Yanagi concurred on tabling this Agenda Item for the next meeting.

Executive Director Edson mentioned that he is the Alternate CJPIA Member, therefore, until a new CJPIA Director representing LA-RICS is selected, he can attend the meetings; July being the next schedule CJPIA meeting.

Alternate Board Member Yanagi moved to table this Agenda Item for the next meeting.

**K. APPROVE AMENDMENT NO. 112 TO AGREEMENT NO. LA-RICS 007
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO (LMR) SYSTEM**

Ms. Jeanette Arismendez, greeted the Board and presented Agenda Item K – Amendment No. 112 to LMR Agreement with MSI. Ms. Arismendez reiterated what was previously mentioned by Executive Director, in particular, the fact that Amendment No. 112 includes two (2) Change Orders in connection with the roll-up generators located at the Green Mountain (GRM) and the Burnt Peak (BUR1) sites. Ms. Arismendez reminded the Board that these two (2) sites currently do not have a permanent power solution and are utilizing mobile generators as a power source. Ms. Arismendez informed the Board that due to a recent power outages and issues with refueling due to weather and road conditions, the Change Orders contemplated in Amendment No. 112 would appropriately compensate MSI for



optimization and verification work. Additionally, Ms. Arismendez stated that if the Board approves the Amendment, the total cost would be \$17,299, and would result in an increase to the Contract Maximum Sum by the same amount.

Lastly, Ms. Arismendez recommended the Board delegate authority to the Executive Director to execute the amendment, which is substantially the similar to the amendment enclosed with the Agenda , as well as issue one or more Notice to Proceed (NTP) for work should it be needed.

Ms. Arismendez concluded Agenda Item K. There was no further discussion.

Alternate Board Member Pappas motioned first, seconded by Board Member Alexander.

Ayes 9: Alexander, Luke, Pappas, Yanagi, Rifenburg, Ambrose, Jacobs, Walczak, and Cochran.

MOTION APPROVED.

L. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENT TO SITE ACCESS AGREEMENT FOR A LAND MOBILE RADIO (LMR) SYSTEM SITE

Ms. Nancy Yang, Telecom System Consulting Engineer and Member of the Site Access Agreement (SAA) Team, presented Agenda Item L, on behalf of the Authority recommended the Board to approve for the execution of Amendment No. 1 to the SAA with Tyjade Ranch LLC for the Universal City Plaza location of Site Universal (UNIV), which would allow the construction, implementation, operation and maintenance of the LMR System at this location, and in particular one new air conditioning unit and its associated components, are within the scope of the activities previously authorized on December 12, 2016, which your Board found categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Regs. (“CEQA Guidelines”) Sections 15301, 15303 and 15304 for the reasons stated in this Board Letter and that these activities are exempt from CEQA remains unchanged.

Ms. Yang, also recommended the Board authorize the Executive Director to finalize and execute Amendment No. 1 to the SAA with Tyjade Ranch LLC for Site UNIV, substantially similar in form to the agreement attached hereto as Enclosure 1.

Ms. Yang concluded Agenda Item L. There was no further discussion.

Alternate Chair Yanagi asked if there were any questions, but seeing there were none he asked for a motion to approve. Alternate Board Member Pappas motioned first, seconded by Alternate Board Member Phil Ambrose.



Ayes 9: Alexander, Luke, Pappas, Yanagi, Rifenburg, Ambrose, Jacobs, Walczak, and Cochran.

MOTION APPROVED.

M. APPROVE MEMORANDUM OF UNDERSTANDING (MOU) FOR USE OF THE LA-RICS LAND MOBILE RADIO SYSTEM EARLY ONBOARDING

Operations Lead Lt. Weber presented Agenda Item M, which is to approve the Memorandums of Understanding (MOU) to the LA-RICS Land Mobile Radio System (LMR) for early onboarding. Operations Lead Lt. Weber on behalf of the Authority recommended the Board to approve the delegate authority to the Executive Director to execute MOUs, allow member agencies early operational use of the LMR system before Final System Acceptance, in particular the Digital Trunked Vehicle Radio System (DTVRS). Operations Lead Lt. Weber stated the MOU would remain in place until such time of Final LMR System Acceptance or another date certain that may earlier or later than Final LMR System Acceptance is determined by the Authority to require agencies to transition to a subscription model/agreement as members/subscribers on the LMR System.

Operations Lead Lt. Weber said the recommended action were as follows, to delegate authority to the Executive Director to execute MOUs, substantially similar in form to the Enclosure, for operational purposes prior to Final LMR System Acceptance; and to delegate authority to the Executive Director to approve and execute amendments to the MOU, provided that any such amendments are approved as to form by Counsel to the Authority.

Operations Lead Lt. Weber provided background and said that as the Authority moves closer to System Acceptance the current MOU that was being used required adjustments to applicable, mainly due to the many Contract Cities that contract with LASD, which the initial primary purpose has been to communicate with LASD, with current communications on the Analog, but do not have their own systems to fall back to.

Operations Lead Lt. Weber expressed that with this MOU, it contemplates that, as well as other items will allow for the early onboarding of agencies as the Authority moved to System Acceptance for DTVRS.

Operations Lead Lt. Weber concluded Agenda Item M.

Board Member Alexander commented that Contract Cities do not typically communicate with LASD via radio and believes that most Contract Cities would be interested in this for their Public Works, Park and Recreation, or other services they might provide to their residents. Board Member Alexander stated the MOU



anticipates there would be no cost until getting into a subscription model, which would be down the road.

Board Member Alexander asked if the intent was that in the future, other cities that are interested or express interest in the LA-RICS System, would have an opportunity to trial whether there is no cost and an ultimate decision is made to subscribe. Board Member Alexander said that in other words, cities that enter this agreement now would have an advantage to get this gratis onboarding, then wondered if once the Authority goes to the subscription model cities that were interested would have that opportunity.

Operations Lead Lt. Weber stated that was not what this MOU was contemplating, although he does believe that prior to System Acceptance that can be done, for example this is already being done with the City of Inglewood. Operations Lead Lt. Weber went on to say that once the Authority goes into a subscription model that would be up to the Board. Operations Lead Lt. Weber expressed that for the most part this MOU contemplates, like Board Member Alexander stated, Contract Cities are not talking directly to LASD, but there are limited situations where cities hired their own employees for public safety assignments, parking control officers, code enforcement officers, and some other entities working with LASD.

Executive Director Edson explained there are two (2) types of MOUs, this particular MOU is for a City employee who has been writing LASD reports, for example writing a burglary report and assigned a LASD radio, and sending the burglary report on the LASD radio, but they do not have a fall back system and can fall back onto the LASD System like everyone else.

Executive Director Edson further explained the other MOU is like an early onboarding just like the City of Inglewood, or a Contract City has their own Public Works radio system and if they want to early onboard they get the other system, and required to have a backup system. Executive Director Edson provided the City of La Mirada as an example, if they use the LA-RICS system for free and it goes down, they can fall back onto their own system; this would free up until the subscription model, which at that point is an entirely different MOU.

There was no further discussion.

Alternate Chair Yanagi said if there were no questions, he would move the motioned to approve. Board Member Alexander motioned first, seconded by Alternate Board Member Leslie Luke.

Ayes 9: Alexander, Luke, Pappas, Yanagi, Rifenburg, Ambrose, Jacobs, Walczak, and Cochran.

MOTION APPROVED.



VIII. ADMINISTRATIVE MATTERS – NONE

IX. MISCELLANEOUS – NONE

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

Board Member Alexander suggested that for down the road, in regards to onboarding policy, something to consider is a trial period for a city that wants to test the system.

XI. CLOSED SESSION REPORT – There was no closed session scheduled for this Board meeting.

XII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Alternate Board Chair Yanagi stated the next Regular Board Meeting would be held on Thursday, May 4, 2023, at 9:00 a.m., at the LASD Scientific Services Bureau, Hertzberg Davis Forensic Science Center, 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

Alternate Board Chair Yanagi called for a motion to adjourn the Regular Meeting. Board Member Alexander motioned. Alternate Board Chair Yanagi adjourned the Regular Board Meeting at 9:54 a.m.

EXECUTIVE SUMMARY

MAY 4, 2023

LMR UPDATE

- Phase 2 – Construction Activities
 - ✓ All sites have completed construction.
 - ✓ LARICS has developed a Request for Qualifications (RFQ) to solicit pricing for the delivery of a new roll up generator at the MCI site as well as installation of a permanent generator and accompanying ATS. Currently the site is backed up by a roll up generator on loan from the County of Los Angeles Sheriff's Department (LASD).
 - ✓ Motorola Solutions Inc., (MSI) is still performing some alterations to sites such as antenna adjustments and building envelope corrections to keep water out of shelters, which will be monitored and must be completed prior to the Final System Acceptance Milestone in November 2023.
 - ✓ Due to the recent severe weather, occurring across the region substantial damage was caused to the Mount McDill (MMC) ice bridge and antenna lines leading to the site being taken down by MSI in March. Since then, the ice bridge has been restored, the microwave system repaired and backhaul brought back online. Work is underway on restoring the Digital Trunked Voice Radio System (DTVRS) components in preparation for the subsystem cutover.
 - ✓ Below is a breakdown of the current status for Green Mountain (GRM) and Burnt Peak 1 (BUR1) sites regarding power connections that are classified as Phase 2 scope that could not be performed as planned due to extenuating circumstances:
 - For power at the GRM site, LARICS is currently investigating a potential reduced power draw solution that would not require any major power upgrades by the service provider to accomplish. This solution would require LARICS to waive growth capacity for this location and as such it is being deemed as a temporary solution while a full power service upgrade is still to be pursued at a later date. Burnt Peak 1 (BUR1) site received a report by Southern California Edison on April 14th, 2023, that the solar/ propane power plant is planned to be operational Quarter Four 2023.
- Phase 4 – Optimization and Closeout
 - ✓ The DTVRS is complete with all thirty-three (33) cells on the air, which is comprised of fifty-eight (58) physical sites. The system was scheduled for cutover April 17, 2023, but has since been delayed to May 1, 2023. MSI reports the cause of delay is due to the effects of the recent weather damaging several sites including the complete shutdown of site Mount McDill (MMC) along with loss of alignment on Microwave dishes at several sites. With the DTVRS on the critical path for the

EXECUTIVE SUMMARY

MAY 4, 2023

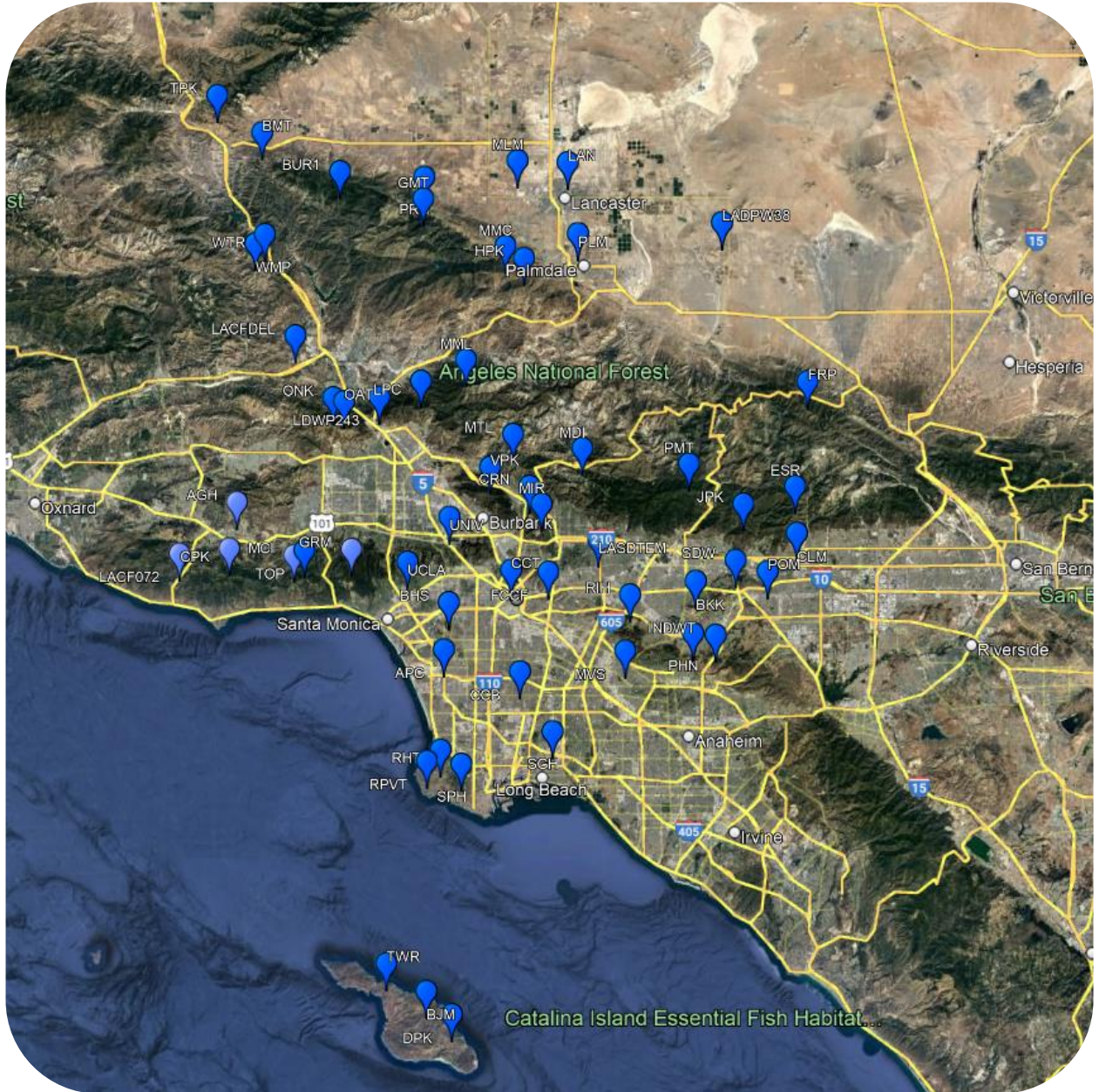
project, MSI reports that the current forecasted Final System Acceptance date has been delayed to December 12, 2023, and we are reviewing that schedule now.

- ✓ The plans for cutting over users are being managed by the Program Management (PM) Team with regular meetings consisting of County of Los Angeles (County) Sheriff's Department (LASD), County Fire Department (LACoFD), and Authority staff, with representation from MSI. The current planned start date for cutover to DTVRS is April 28, 2023 following planned resolutions for recent weather damaged sites.
- ✓ Coverage testing is now focused on the Los Angeles Regional Tactical Communication System (LARTCS) and Analog Conventional Voice Radio System (ACVRS). This activity was accelerated in an effort to compress and make up for recent weather-related schedule delays. LARTCS low-band testing has begun as well as ACVRS TRO6 Regional.
- ✓ With the completion of the final Phase 4 site audit walks and the Phase 4A Closeout Books (COB), remaining Phase 4B documentation is being worked on jointly between MSI and LA-RICS, this effort is nearly complete. Phase 2 documentation, however, is lagging behind and LA-RICS has identified several examples where the submitted Record Drawings contain inaccuracies. MSI relied heavily on its Design Build partner Pyramid Network Services, with whom MSI has struggled to meet the document control requirements of the contract, such as with regular as-built submissions that would ensure accuracy of Record Drawings at the end of the build-out. LA-RICS and MSI are struggling to reach agreement on a remedy since LA-RICS believes it is entitled to receive accurate documentation per the Contract, while MSI believes it has fulfilled its obligations. The Teams will strive to resolve this issue as quickly as possible.

EXECUTIVE SUMMARY

MAY 4, 2023

LMR SITES



EXECUTIVE SUMMARY

MAY 4, 2023

LA-RICS GRANT STATUS					
Grant	Award	Costs Incurred/NTP Issued	Invoiced/ Paid	Remaining Balance	Performance Period
UASI 12	\$18,263,579	\$18,263,579	\$18,263,579	\$-	3/31/17
UASI 13	\$13,744,067	\$13,744,067	\$13,744,067	\$-	3/31/18
UASI 14	\$4,997,544	\$4,997,544	\$4,997,544	\$-	7/31/17
UASI 16	\$5,240,455	\$5,240,455	\$5,240,455	\$-	5/31/19
UASI 17	\$34,763,750	\$34,763,750	\$34,763,750	\$-	5/31/20
UASI 18	\$35,000,030	\$35,000,030	\$ 35,000,030	\$-	5/31/21
UASI 19	\$35,000,000	\$35,000,000	\$35,000,000	\$-	12/31/22
UASI 21	\$2,000,000	\$2,000,000	\$1,835,890	\$-	5/31/24
UASI 22	*\$11,688,338	\$5,817,809	\$3,555,678.	\$5,870,529	5/31/25
UASI 23	*\$3,311,662	\$-	\$-	\$3,311,662	5/31/26
UASI 24	*\$0	\$-	\$-	\$0	5/31/27
SHSP 22	\$3,520,000	\$-	\$-	\$3,520,000	5/31/25
SHSP 23	\$1,760,000	\$-	\$-	\$1,760,000	5/31/26
SHSP 24	\$1,120,000	\$-	\$-	\$1,120,000	5/31/27
State Budget Act of 2022 Funds	\$18,600,000	\$-	\$-	\$18,600,000	6/30/25
BTOP	\$149,608,227	\$149,608,227	\$149,608,227	\$ 0	9/30/20

* Moved \$6,688,338 to UASI 22 from UASI 23 and 24 based on approved project swaps with County Fire and Sheriff

Los Angeles Regional Interoperable Communications System

PROJECT DESCRIPTION

Events of September 11, 2001, highlighted the need for first responders to be able to communicate with each other. Emergency communications primarily address local jurisdictional needs, and most agencies utilize separate radio towers, equipment, and radio frequencies. LA-RICS is designed to address each of these concerns.

Currently, there is duplication of systems which leads to increased costs while continuing to inhibit first responders' ability 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 provide innovative solutions for the public safety community by removing barriers to interoperable voice and data communications and allow individuals and agencies to focus on accomplishing their mission with the tools necessary to provide excellent service to their communities. To accomplish this vision, the program is implementing 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.

Design, construction, and deployment of a County-wide Land Mobile Radio (LMR) voice network utilizes 59 sites. All sites in both the LMR and LTE augmentation comply with CEQA and NEPA standards.

Project and Construction Management Services will provide network, infrastructure, project, and advisory services across four of the five program phases (Phase 5 – Maintenance is excluded) 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 100
Monterey Park, CA 91754

Authority:

Los Angeles Regional Interoperable
Communications System

Management:

LA-RICS Project Team

Consultant:

Jacobs Project Management Company

Communications Vendor:

LMR - Motorola Solutions, Inc., Brandow &
Johnston

LTE - Motorola Solutions, Inc., David
Evans & Associates, Metrocell, Inc.,
Diversified Communications, Inc, Motive
Energy, Inc. and Jitney, Inc.



Monthly Report No. 132

May 4th, 2023

Submitted April 27, 2023

Reporting Period: 03/22/23 – 04/19/23

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AGENDA ITEM C

GENERAL UPDATES

Operations/Governance

- LA-RICS Operations holds regular meetings to focus on the following:
 1. Manage network migration to LA-RICS to meet milestone cut-over dates established in the approved IMS.
 2. Ensure internal LA-RICS operational aspects are in place.
 3. Develop and Implement Policies as determined by the operations contributors.

Special Events

- No new activity.

LMR UPDATES

Environmental Update

- We anticipate the potential need for environmental monitoring for the installation of the power infrastructure from LADWP at the GRM site, which is not yet scheduled.
- The Project Team has accomplished Worker Environmental Awareness Program (WEAP) training for 1,748 persons as of January 11, 2023, this was the last training session during the period.
- Jacobs filed a Notice of Exemption for Site UNIV for actions approved at the May 2023 board meeting.

Phase 1: Permitting Support

- The final building permit for the MCI site was issued on May 19, 2022, Fifty-nine (59) building permit applications have been made to date (AGH, APC, BHS, BUM, BKK, BMT, BUR1, CCB, CCT, CITYWLK, CLM, CPK, CRN, DPK, DPW38, ESR, FCCF, FRP, GMT, GRM, HPK, INDWT, JPK2, LACF072, LACFDEL, LAN, LARICSHQ, LASDTEM, LDWP243, LPC, MCI, MDI, MLM, MMC, MML, MIR, MTL2, MVS, OAT, ONK, PHN, PLM, PMT, POM, PRG, RIH, RHT, RPVT, SDW, SGH, SPH, SPN, TOP, TPK, TWR, UCLA, UNIV, VPK, WMP, WTR), representing 58 Program sites.

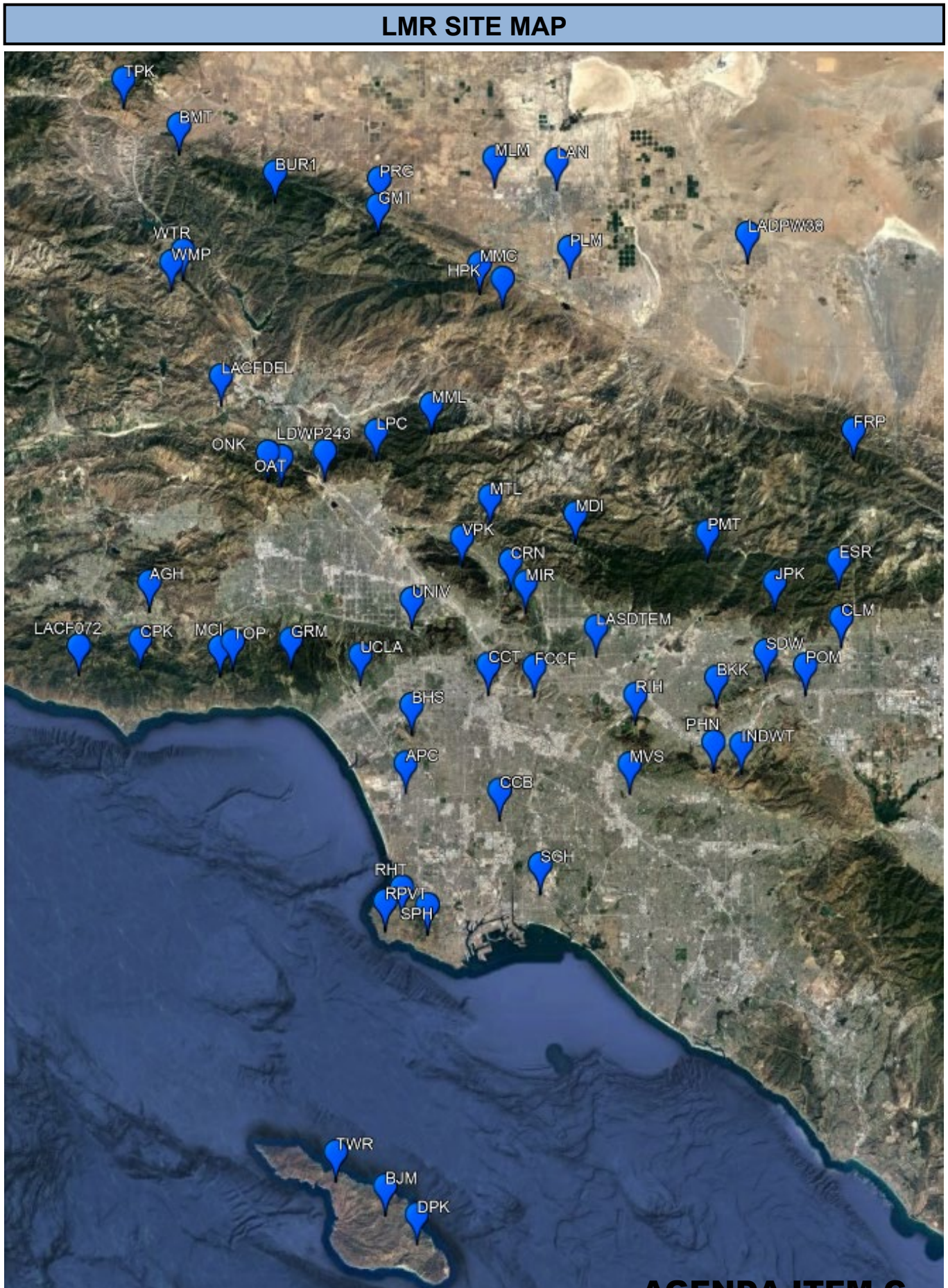
Phase 2: Site/Civil

- All Site Access Agreements (SAA's) are executed and active.
- 58 sites have been constructed and tested through Ph4a.
- 56 sites have commercial power, this includes MCI, where LA-RICS took over the existing 200-amp service on site and upgraded it to 400 amps through Southern California Edison. Of the 2 remaining sites pending commercial power, 2 (BUR1 and GRM) sites are running on diesel generators as an interim solution.
- Restoration work at MMC following the recent ice damage started March 13th, 2023. The Microwave network is back online and work is underway on restoring the DTVRS system.
- The approved IMS update (data date 2/7/2023) shows a final system acceptance date of October 26, 2023. However, MSI has reported that the final system acceptance milestone will be pushed out pending the restoration of the MMC site and the resolution of microwave realignment issues. Motorola claims that the loss alignment on the microwave network was caused by severe weather, however the LARICS team has investigated and found reason to believe the cause was installation issues by MSI. Motorola chose to install the ice shielding for the microwave dishes onto the same pipe as the microwave dishes adding unaccounted wind loads. Additionally, MSI lacked the appropriate placement of kicker supports for the severe weather locations for which these towers resided. Motorola's continues to make progress on the submission of Contract required closeout materials that are packaged as "Closeout Books." The teams meet multiple times per week to verify that the required documentation is provided as well as to iron out discrepancies between the physical installation and record drawings that have been submitted. This subject has caused both parties grief in the month of April since the Authority seeks to receive completely accurate record drawings as described in the Contract and has spent extensive review time sorting through discrepancies between the As-Built Record Drawings and red lined drawings to validate that all field changes were correctly documented on the record drawings. MSI contends that the Authority should simply accept what it receives with very limited review, despite acknowledgement that some of the submitted materials contained errors, or omissions. The teams will continue to work toward a resolution since the Agreement requires that the closeout documentation is provided prior to system cutover for DTVRS sites, while one site still remains to be submitted to the Authority for review.
- For power at the GRM site, LARICS is currently investigating a potential reduced power draw solution that would not require any major power upgrades by the service provider to accomplish. This solution would require LARICS to waive growth capacity for this location and as such it is being deemed as a temporary solution while a full power service upgrade is still to be pursued at a later date. The urgency for an interim power solution is driven by the high cost of generator usage, and the site needs the benefit of the back-up power source that will be commissioned once normal utility power is connected.
- The BUR1 site also continues to operate using a rented diesel generator, since Southern California Edison (SCE) has not yet repaired its utility distribution serving the immediate area of the project. On April 12th, 2023, SCE held a stakeholder meeting to provide updates on the status of the planned solar/ propane energy distribution plant. SCE indicated that they would be in receipt of their geotechnical Angeles National Forest (ANF) Special Use Permit (SUP) on 4/14/23 which allows them to begin their planned geotechnical study on 4/24/23. The next major milestone is the SUP for the overall Remote Grid System, currently estimated for 5/16/23. Due to delays in the permitting for the geotechnical investigation the overall schedule has slipped from construction completion in August 2023 to October 2023.
- There are no recordable safety issues to report on in this period.

Phase 4: Network

- Focus of the Ph4 effort is now set on monitoring the performance of the active NMDN1 system, restoring Microwave links that have fallen out of alignment, preparing for the cut-over of the digital trunked network that was planned to start on April 18th, 2023, as well as performing coverage testing for the upcoming subsystems. DTVRS Subsystem Cutover has been further delayed due to the MMC site going offline and microwave realignment and repair issues caused allegedly by adverse weather as claimed by MSI. Restoration efforts for MMC and microwave realignment at MML were hindered due to high winds at the site location preventing work on the tower. The Team is also focused on Close Out Book (COB) activities related to compiling of the data followed by review and approval of the items submitted. Motorola continues to work through the challenge of submitting complete and accurate documentation in the COBs since some antenna locations were changed slightly from plan during construction for example. That said, the documentation provided for the Ph.4 work has been reviewed and accepted much faster than the Ph.2 documents, due to fewer discrepancies. MSI appears to be on track to have submitted all of the Ph.4 documentation submitted and reviewed by the Authority prior to the DTVRS cutover. Regarding microwave dish performance at several coastal sites, MSI has reported that the changes are necessary to provide a more resilient and reliable backhaul system. MSI will have the majority of the microwave dish adjustments completed by the end of July but has reported a struggle with the supply of the new Nokia equipment. At a number of sites MSI has indicated that due to ice, snow and heavy wind events some of the lines and antennas have been damaged and need to be serviced, including the microwave links that were repaired once already due to the winter weather. MSI explains that this work must be completed before DTVRS cutover so that the analog layers can begin optimization and proceed on schedule. Regarding FRP, the LA-RICS team has reached out to the necessary stakeholders to coordinate and plan for MSI to start the work at the snow-covered site and plans to secure a snowcat vehicle that is suitable for this untimely repair work that could have been completed before the snow season.
- System interference on Ch. 16 is still being investigated by the Sheriff's Department, Fire Department, and ISD along with the technical leads from the LA-RICS Project Team.
 - The coordination between LACoFD, LASD, MSI, and LA-RICS is critical to ensure that frequencies are available for testing and operating the Digital Trunk Voice Radio System (DTVRS), and Analog Conventional System (ACVRS), particularly.

The LMR Site Map is shown below.



AGENDA ITEM C




**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 4, 2023

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

**SPECTRUM AND LICENSING ISSUES IMPACTING
LAND MOBILE RADIO DEPLOYMENT**

The purpose of this discussion item is to update your Board on the radio spectrum issue for the Land Mobile Radio System (LMR) system, as well as frequency licensing issues impacting the LMR deployment.

TP:mbc

AGENDA ITEM F



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 4, 2023

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

OUTREACH UPDATE

The purpose of this discussion item is to update your Board on the status of outreach activities pertaining to the LA-RICS Land Mobile Radio (LMR) project. The below meetings occurred since our last report to you:

MUNICIPALITY	MEETING DATE
City of Signal Hill Police of Chief and City Manager (late entry)	March 22, 2023
County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) Field Testing	Ongoing in April
Weekly Outreach Meeting	04/03/23
Weekly Outreach Meeting	04/10/23
Weekly Outreach Meeting	04/17/23
City of Industry Outreach	04/19/23
Weekly Outreach Meeting	04/24/23
City of Lakewood Outreach	04/03/23
City of Industry Outreach	04/19/23

The Executive Director attended several association meetings related to technology, communications, and public safety.

During the month of April 2023, Authority staff and personnel at Motorola Solutions Inc. (MSI) continued with testing for the ACVRS and LARTCS systems. The testing process has been

AGENDA ITEM G

streamlined as much as possible and it continues to make good progress. Authority staff and personnel from the County of Los Angeles (County) Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) conducted several specialized ATV operations in order to provide MSI access to the Whitaker Middle Peak (WMP) communications site. This site is a critical microwave link for the Digital Trunked Voice Radio System (DTVRS) and road access to the site was completely cut off during the winter storms. With the Sheriff's Departments assistance, MSI was able to reach the site to perform critical microwave realignment. These repairs along with the work at the Mount McDill Communications site (MMC) are paramount to DTVRS cutover scheduled for early May 2023. The Authority Staff and Sheriff's Department Personnel also conducted several specialized four-wheel drive refueling operations to keep the Green Mountain (GRM) and Burnt Peak communications sites on line.

Authority staff conducted additional outreach to the City of Lakewood regarding their Sky-Night helicopter patrol program. They also conducted additional outreach to the City of Industry. They are all evaluating their communications needs and the possibility of using LA-RICS. Authority staff will work closely with these agencies to ensure their needs are met.

Authority staff members have continued close contact with our State and Federal partners to ensure interoperability during major events and to further collaborate on regional public safety communication.

RJW:mbc



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 4, 2023

To: LA-RICS Authority Board of Directors
From: Scott Edson 
Executive Director

**STATEMENT OF RECEIPTS & DISBURSEMENTS FOR AT&T BUSINESS
AGREEMENT FUND FOR PUBLIC SAFETY BROADBAND NETWORK**

The purpose of this discussion item is to update your Board on the status of AT&T Business Agreement Fund expenditures for the quarter ending March 31, 2023.

GS;mbc

Enclosure

AGENDA ITEM H



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

ACCOUNTING DIVISION
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 603
LOS ANGELES, CALIFORNIA 90012-3682

OSCAR VALDEZ
INTERIM AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

ROBERT G. CAMPBELL
CONNIE YEE

April 6, 2023

Scott Edson, Executive Director
Los Angeles Regional Interoperable Communications System Authority
2525 Corporate Place, Suite 100
Monterey Park, CA 91754

Dear Mr. Edson:

Attached are the Statement of Receipts and Disbursements for the AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN) and the Supplemental Schedule for the quarter ended March 31, 2023.

If you have any questions, please contact Jung Son at (213) 974-8327.

Very truly yours,

Oscar Valdez
Interim Auditor-Controller

Rachelle
Anema

Digitally signed by
Rachelle Anema
Date: 2023.04.06
11:05:27 -07'00'

Rachelle Anema
Division Chief

OV:CY:RA:EW:JS:jk

H:\Special Funds\Special Funds Unit\AUDITS\JPALA-RICS\LARICS 22-23 Audit\Qtrly Reports\QTR 3\FY2023 V5A Quarterly Report 3-31-23.docx

Attachments

Help Conserve Paper – Print Double-Sided
“To Enrich Lives Through Effective and Caring Service”

AGENDA ITEM H - ENCLOSURE

Los Angeles Regional Interoperable Communications System Authority (LA-RICS)
Statement of Receipts & Disbursements for AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN)
 January 1, 2023 through March 31, 2023

			Fund V5A
Cash Balance, as of January 1, 2023			\$ 965,430.56
<hr/>			
Description	Record Date	Amount	
Receipts:			
INTEREST ALLOCATION FOR THE MONTH ENDING December 31, 2022	01/01/23	\$ 2,873.37	
INTEREST ALLOCATION FOR THE MONTH ENDING January 31, 2023	02/01/23	3,192.45	
INTEREST ALLOCATION FOR THE MONTH ENDING February 28, 2023	03/01/23	2,205.95	
Subtotal - Interest Income		\$ 8,271.77	
Total Receipts			8,271.77
Total Beginning Cash Balance and Receipts			973,702.33
Disbursements:			
FY22/23-TT03 COUNTY LA-RICS-TREASURER TAX COLLECTOR	01/04/23	1,259.72	
FY22/23-AC04 COUNTY LA-RICS-AUDITOR CONTROLLER	01/04/23	7,871.27	
FY22/23-3022 SD EDSON, INC	01/09/23	20,034.00	
FY22/23-CC03 COUNTY LA-RICS-COUNTY COUNSEL	01/12/23	7,450.85	
FY22/23-AC05 COUNTY LA-RICS-AUDITOR CONTROLLER	01/19/23	2,407.50	
FY22/23-MH06 COUNTY LA-RICS-MENTAL HEALTH	01/19/23	2,777.25	
FY22/23-3031 SOUTHERN CALIFORNIA EDISON CO. ACCT 700701651463	01/19/23	14.48	
FY22/23-3038 VERIZON WIRELESS	01/26/23	474.80	
FY22/23-SH06 COUNTY LA-RICS-SHERIFF'S	01/27/23	18,676.91	
FY22/23-TT04 COUNTY LA-RICS-TREASURER TAX COLLECTOR	01/27/23	3,959.12	
FY22/23-DA03 COUNTY LA-RICS-DISTRICT ATTORNEY	01/27/23	19,334.90	
FY22/23-AC06 COUNTY LA-RICS-AUDITOR CONTROLLER	01/27/23	6,561.51	
FY22/23-IS08 COUNTY LA-RICS-isd	02/02/23	6,931.43	
FY22/23-CC04 COUNTY LA-RICS-COUNTY COUNSEL	02/02/23	8,765.70	
FY22/23-3046 SD EDSON, INC	02/02/23	19,477.50	
FY22/23-DA04 COUNTY LA-RICS-DISTRICT ATTORNEY	02/02/23	19,334.90	
FY22/23-IS09 COUNTY LA-RICS-isd	02/16/23	4,658.82	
FY22/23-SH07 COUNTY LA-RICS-SHERIFF'S	02/16/23	17,277.73	
FY22/23-TT05 COUNTY LA-RICS-TREASURER TAX COLLECTOR	02/17/23	10,257.72	
FY22/23-3064 SOUTHERN CALIFORNIA EDISON CO. ACCT 700097183536	02/17/23	5.66	
FY22/23-AC07 COUNTY LA-RICS-AUDITOR CONTROLLER	02/23/23	8,005.92	
FY22/23-3067 EASTGROUP PROPERTIES	02/23/23	20,947.52	
FY22/23-3070 VERIZON WIRELESS	02/24/23	482.92	
FY22/23-MH07 COUNTY LA-RICS-MENTAL HEALTH	03/03/23	3,311.33	
FY22/23-DA05 COUNTY LA-RICS-DISTRICT ATTORNEY	03/03/23	19,334.90	
FY22/23-RR05 COUNTY LA-RICS-REGISTRAR RECORDER	03/03/23	4,981.21	
FY22/23-3075 SD EDSON, INC	03/08/23	17,919.30	
FY22/23-IS11 COUNTY LA-RICS-isd	03/14/23	6,817.80	
FY22/23-MH08 COUNTY LA-RICS-MENTAL HEALTH	03/21/23	3,311.33	
FY22/23-3096 EASTGROUP PROPERTIES	03/22/23	20,947.52	
FY22/23-3097 VERIZON WIRELESS	03/22/23	461.00	
FY22/23-RR06 COUNTY LA-RICS-REGISTRAR RECORDER	03/25/23	14,513.33	
FY22/23-CC6 COUNTY LA-RICS-COUNTY COUNSEL	03/25/23	67,800.20	
FY22/23-TT06 COUNTY LA-RICS-TREASURER TAX COLLECTOR	03/25/23	9,717.84	
Subtotal - Unit 55902 - Member Funded JPA Operations Costs			376,083.89
FY22/23-TT03 COUNTY LA-RICS-TREASURER TAX COLLECTOR	01/04/23	1,889.58	
FY22/23-CC03 COUNTY LA-RICS-COUNTY COUNSEL	01/12/23	7,151.30	
FY22/23-PB06 COUNTY LA-RICS-PROBATION	01/19/23	2,329.04	
FY22/23-3035 EASTGROUP PROPERTIES	01/19/23	20,947.52	
FY22/23-3028 Jacobs Engineering	01/26/23	12,284.00	
FY22/23-SH06 COUNTY LA-RICS-SHERIFF'S	01/27/23	16,601.70	
FY22/23-DA03 COUNTY LA-RICS-DISTRICT ATTORNEY	01/27/23	19,334.90	
FY22/23-RR04 COUNTY LA-RICS-REGISTRAR RECORDER	02/02/23	14,358.66	
FY22/23-IS08 COUNTY LA-RICS-isd	02/02/23	163.69	
FY22/23-CC04 COUNTY LA-RICS-COUNTY COUNSEL	02/02/23	3,962.17	
FY22/23-DA04 COUNTY LA-RICS-DISTRICT ATTORNEY	02/02/23	19,334.90	
FY22/23-IS09 COUNTY LA-RICS-isd	02/16/23	81.85	

Description	Record Date	Amount	
FY22/23-PB07 COUNTY LA-RICS-PROBATION	02/16/23	3,327.20	
FY22/23-SH07 COUNTY LA-RICS-SHERIFF'S	02/16/23	21,597.15	
FY22/23-AC07 COUNTY LA-RICS-AUDITOR CONTROLLER	02/23/23	1,489.09	
FY22/23-3052 Jacobs Engineering	02/27/23	11,371.00	
FY22/23-DA05 COUNTY LA-RICS-DISTRICT ATTORNEY	03/03/23	19,334.90	
FY22/23-RR05 COUNTY LA-RICS-REGISTRAR RECORDER	03/03/23	10,499.68	
FY22/23-IS11 COUNTY LA-RICS-ISD	03/14/23	81.85	
FY22-23-3080 Jacobs Engineering	03/16/23	12,450.00	
FY22/23-PB08 COUNTY LA-RICS-PROBATION	03/17/23	4,768.98	
FY22-23-AC08 COUNTY LA-RICS-AUDITOR CONTROLLER		8,844.87	
Subtotal - Unit 55908 - LMR Administrative Costs			212,204.03
Total Disbursements			588,287.92
Ending Cash Balance, March 31, 2023 *			\$ 385,414.41

* Cash Balance excluding unit code 55903 transactions

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division
JK 4/3/23



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 4, 2023

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

Dear Directors:

ACCEPT 2022 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS

SUBJECT

Board approval is requested to accept the LA-RICS Project's allocation of the 2022 Urban Areas Security Initiative (UASI) funds.

RECOMMENDED ACTION

It is recommended that your Board:

1. Accept \$11,688,338 in grant funds from the Fiscal Year 2022 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2022 UASI Sub-recipient Agreement between the City of Los Angeles and the Authority; and
3. Delegate authority to the Executive Director to execute any subsequent amendments to the Agreement that do not impact the award amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board's acceptance of grant funds and authorization of the Executive Director to execute the Sub-recipient Agreement will allow the Authority to request reimbursement for approved project expenditures. Project expenditures for the UASI '22 grants include Land Mobile Radio project management, certain Phase 4 work, as well as funding for LMR Subsystem Bridge Warranty.

AGENDA ITEM I

FISCAL IMPACT/FINANCING

This grant is fully funded by the Department of Homeland Security through Cal OES.

There is no matching fund requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING PROCESS

The recommended actions will authorize the Executive Director to execute the Sub-Recipient Agreement with the City of Los Angeles as well as any amendments such as extension in the performance period that do not result in a fiscal impact.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority



SUBAWARD AGREEMENT

Subrecipient: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS")

Title: FY 2022 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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EXHIBITS

- Exhibit A DHS Standard Conditions
- Exhibit B 2022 Standard Assurances for all Cal OES Federal Grant Programs
- Exhibit C Financial Management Forms Workbook
- Exhibit D Modification Request and Reimbursement Request Forms
- Exhibit E CalOES Forms
- Exhibit F Grants Management Assessment Form

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY (“LA-RICS”)

THIS SUBAWARD AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (the “City”), and Los Angeles Regional Interoperable Communications System Authority (“LA-RICS”), a joint powers authority created under the laws of California (the “Subrecipient”). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a “Party” and collectively, the “Parties”) agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The “Federal award” (as such term is defined in the Code of Federal Regulations (“CFR”), 2 CFR § 200.38, and used in this Agreement) is the Fiscal Year (FY) 2022 Urban Area Security Initiative Grant Program, FAIN No. EMW-2022-SS-00043-S01, CFDA No. 97.067, Federal Award Date August 26, 2022. This is not a “Research & Development” award as defined in 2 CFR Sections 200.87 and 200.331, and there is no “indirect cost rate” for this federal award as defined in 2 CFR Sections 200.56 and 200.331.

The “Federal awarding agency” (as such term is defined in 2 CFR § 200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate (“DHS”).

The State of California, through its Governor’s Office of Emergency Services (“CalOES”), acts as the “pass-through entity” (as such term is defined in 2 CFR Section 200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area (“LA/LBUA”) in the amount of \$54,753,330.00

The City, acting through its Mayor’s Office of Public Safety (“Mayor’s Office”), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward (“Subaward”) of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount: **\$11,688,338.00**

Subaward Period of Performance (“Term”): **September 1, 2022 to May 31, 2025**

Match Requirement: **None**

Subrecipient Identifier: **962696089**

Indirect Cost Rate for Subaward: **None**

The term of this Agreement shall be the “Term” as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Deputy Mayor
Authorized Department:	Mayor’s Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0600
Party:	Los Angeles Regional Interoperable Communications System Authority (“LA-RICS”)
Authorized Representative:	Scott Edson
Authorized Department:	LA-RICS Executive Director
Address, Phone, Fax, E-mail:	2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Phone: (323) 881-8281 Email: Scott.Edson@la-rics.org
Authorized Representative:	Ronald Watson
Authorized Department:	LA-RICS Deputy Executive Director
Address, Phone, Fax, E-mail:	2525 Corporate Place, Suite 100 Monterey Park, CA 91754 Phone: (323) 881-8296 Email: Ronald.Watson@la-rics.org

Formal notices, demands and communications to be given hereunder by either

Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 22-0988, 11/22/22).

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
- b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- c. That the official executing this Agreement is authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2022 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2022 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2022 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2022 Standard Assurances for all CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**), (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward (**Exhibit C**).

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR § 200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"), which is pending approval by CalOES (the "Budget") and is attached hereto as **Exhibit C**. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

(attached hereto as **Exhibit D**), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline (“Project Timeline”) setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient’s projects under the Subaward. Such forms, which are collectively attached hereto as **Exhibit E**, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Environmental and Historical Preservation (“EHP”) request form, and (4) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES **prior** to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.
- E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR Section 315 and Section 2.3.P. of this Agreement.
- F. Any “equipment” (as such term is defined in 2 CFR § 200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with

representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- G. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR Section 200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR Section 200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as **Exhibit D**) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than One Hundred Twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.
- I. Subrecipient shall comply with all federal, state, and local laws and regulations for vaccine requirements. Each Subrecipient shall comply with their own policies and mandates for COVID-19 vaccine requirements.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient may be required to demonstrate and document that certifies a reduction in non-Federal resources that occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Sections 3729 to 3733, which sets forth that no subgrantee, recipient or

subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement, or advance. Subrecipient agrees to be subject to the administrative remedies under 38 U.S.C. Sections 3801 to 3812 for violations of this requirement.

- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508, 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR Section 200.214 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Agreement 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;
 3. 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 2.3.E.2. above; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.) and its implementing regulations, the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) (Pub.L. No. 110-325) and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. Section 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR Part 40, and the Fair Housing Act, 42 U.S.C. Section 3601 et seq.;

24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act (Pub.L. No. 109-282) and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000 (as amended by 22 U.S.C. § 7104).
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements set forth in California Labor Code Section 3700 et seq.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable Only to Federally-Funded Construction Projects* section of the CalOES Assurances.
- M. Subrecipient acknowledges the applicability of the Freedom of Information Act (5 U.S.C. § 552) and the California Public Records Act (Gov. Code, § 6250 et seq.) to certain information as more fully set forth in the *California Public Records Act and Freedom of Information Act* section of the CalOES Assurances.

- N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS* section and *Use of DHS Seal, Logo, and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals, logos, and flags.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.
- Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall comply with the *Conflict of Interest* section, which requires Subrecipient to 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. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with California Vehicle Code Sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.
- U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist Financing (E.O. 13224)*, (4) *USA Patriot Act of 2001*, (5) *Fly America Act of 1974*, and (6) *Whistleblower Protections and Whistleblower Protection Act*.
- W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 22 Subaward:
1. Subaward funding is subject to restricted drawdown for the duration of the Term;
 2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See § 2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
 3. The professional services agreement between Motorola and Los Angeles Regional Interoperable Communications System (LA-RICS) for the Land Mobile Radio (LMR) System may not be used to purchase subscriber equipment unless meeting one of four federal exceptions to necessitate noncompetitive procurement;
 4. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR Sections 200.205 and 200.338.
- X. Subrecipient shall comply with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (NDAA) (Pub.L. No. 115-232) and 2 C.F.R. Section 200.216, which prohibit Subrecipient (including their subcontractors) from using federal funds, including FEMA awards, under open or new awards for the telecommunications equipment or services listed in Section 889(f)(2)-(3) of the NDAA.
- Y. Subrecipient shall comply with the Build America, Buy America Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and EO 14005, which requires that “all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” However, for FY 2022 awards, the BABAA requirement has been waived. For any new awards FEMA makes after January 1,

2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Subrecipient will be required to follow the BABAA requirements unless a waiver is requested and approved.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR Section 200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the “Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR Sections 200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a “pass-through entity” as such term is defined in 2 CFR Section 200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR Section 200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR Section 200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR Section 200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City’s bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR Section 200.208.
- D. **Financial Management and Internal Controls**
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR Section 200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR Section 200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit an annual Grants Management Assessment Form to the City (**Exhibit F**) to evaluate risk and determine grant funding eligibility.

- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR Section 200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR Section 200.307.
- G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR Sections 200.310 through 200.316 (“Property Regulations”). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of “real property” (as defined in 2 CFR § 200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of “equipment” (as defined in 2 CFR § 200.33).
5. Requirements for title, use and disposition of “supplies” (as defined in 2 CFR § 200.94).
6. Requirements for title, rights, use and disposition of “intangible property” (as defined in 2 CFR § 200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient’s compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR Section 200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to “non-Federal entities” as set forth in 2 CFR Sections 200.318 through 200.326 (the “Procurement Regulations”). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR Section 200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR Section 200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR Sections 200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of

information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a “pass-through entity,” may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR Sections 200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient’s records and financial statements as required under 2 CFR Section 200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City’s risk evaluation of Subrecipient under 2 CFR Section 200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR Sections 200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR Section 200.336, Subrecipient hereby grants the Federal awarding agency, the Inspector General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR Sections 200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E (“Cost Principles”). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F (“Audit Requirements”). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an “auditee” (as defined in 2 CFR § 200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR Section 200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR Section 200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 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.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR Section 200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR Section 200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR Section 200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR Section 200.339. Subrecipient shall have the right to terminate

the Subaward only as set forth in 2 CFR Section 200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or scanned signatures (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-two (22) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney</p> <p>By _____ Barak Vaughn, Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES KAREN BASS, Mayor</p> <p>By _____ Karen Bass, Mayor</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____ Attorney</p> <p>Date _____</p>	<p>For: Los Angeles Regional Interoperable Communications System Authority ("LA-RICS"), a joint powers authority</p> <p>By _____ Scott Edson, LA-RICS Executive Director</p>
<p>ATTEST:</p> <p>By _____ Ronald Watson, LA-RICS Deputy Executive Director</p> <p>Date _____</p>	<p>Date _____</p> <p>[SEAL]</p>

City Business License Number: _____

Internal Revenue Service ID Number: _____

Council File/OARS File Number: C.F. #22-0988; Date of Approval: 11/22/22

City Contract Number: _____

AGENDA ITEM I - ENCLOSURE

EXHIBIT A

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The **FY 2022 DHS Standard Terms and Conditions** will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the

initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the

United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

- XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
- Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- XIII. Energy Policy and Conservation Act
- Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XIV. Ensuring the Future is Made in All of America by All of America’s Workers
- Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)
- XV. False Claims Act and Program Fraud Civil Remedies
- Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- XVI. Federal Debt Status
- All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- XVII. Federal Leadership on Reducing Text Messaging while Driving
- Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- XVIII. Fly America Act of 1974
- Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) 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 B-138942.
- XIX. Hotel and Motel Fire Safety Act of 1990
- Recipients 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 Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. **John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. **Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance 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 related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. **National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part

170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using 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.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

EXHIBIT B

Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant 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 without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, 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. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, 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 (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

AGENDA ITEM I - ENCLOSURE

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) 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.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) 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.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

AGENDA ITEM I - ENCLOSURE

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 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 contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply 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 purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of 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.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for 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 B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant 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, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with 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.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using 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.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The “Buy America” preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA’s General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT C

Application ID #	FEMA Trigger	Line #				Project Information										Color
	National Priority Area	Project Letter	Item #	Sub-Line #	Mayor's Office	LA/LB IJ#	Jurisdiction	Department	Project Name	Funding Source	Disc	Solution Area	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	
															\$11,688,338.00	
I-01		A	1	7	2	IJ-1	LA-RICS	JPA	LA-RICS LMR System	UASI	PSC	Equipment	Interoperable Communications Equipment	N/A	\$ 5,929,180.00	Black
I-01		A	1	8	3	IJ-1	LA-RICS	JPA	LA-RICS LMR System	UASI	PSC	Planning	Develop and Enhance Plans, Protocols and Systems	Consultants	\$ 4,211,158.00	Black
I-01		A	1	9	3	IJ-1	LA-RICS	JPA	LA-RICS LMR System	UASI	PSC	Planning	Develop and Enhance Plans, Protocols and Systems	Staff	\$ 1,548,000.00	Black

AGENDA ITEM I - ENCLOSURE

PLANNING

City of Los Angeles
037-95050
2022-0043

Request Type	Application
Request Number	
POP Start Date	September 1, 2022
POP End Date	May 31, 2025
Cal OES Approval	VL 12/20/22

Project Letter	Project Number	Subsolution Number	Direct / Subaward	Planning Activity	Funding Source	Discipline	Solution Area Sub-Category	Expenditure Category	Final Product	Noncompetitive Procurement over 250k	Budgeted Cost	Previously Approved Amount	Amount This Request	Cash Request #	Total Approved	Remaining Balance
											\$5,759,158					\$5,759,158
A	1	8	Subaward	LA-RICS Consultants (Provide Implementation Planning and Contract execution support services)	UASI	PSC	Develop and Enhance Plans, Protocols and Systems	Consultants	During the Site Construction & Site Modification phase (including Close Out activities) and the System Implementation phase, the Consultant will provide some construction oversight at some sites to ensure the LMR System Contractor executes according to the approved Integrated Master Schedule (IMS). The Consultant will work closely with the Authority and define a comprehensive the LMR System Implementation Plan/IMS, review and coordinate Radio Service Migration Planning, evaluate Acceptance Test Plans (ATP), oversee and verify Installation Support Services, supervise and track commissioning, oversee System Acceptance testing, review Training Plans, and evaluate Warranty Services		4,211,158					4,211,158
A	1	9	Subaward	LA-RICS Project Team Management & Other Activities	UASI	PSC	Develop and Enhance Plans, Protocols and Systems	Staff	Annual operating budget, project spending plans, payment schedules, ongoing contract amendments and corresponding board letters, contractor correspondence, LMR construction procurements (i.e. Requests for Statement of Qualifications, Invitation for Bids) and corresponding procurement activities, meeting agendas and meeting minutes, schedule performance and deliverable oversight, review for acceptance of deliverables, prepare reports for grantor, Close-Out Activities.		1,548,000					1,548,000

AGENDA ITEM I - ENCLOSURE

EQUIPMENT

City of Los Angeles
037-95050
2022-0043

Ledger type	Application
Request Number	
POP Start Date	September 1, 2022
POP End Date	May 31, 2025
Cal OES Approval	VL 12/20/22

Project Letter	Project Number	Subsolution Number	Equipment Description (include City.)	AEL#	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable/Shareable	Invoice Number	Vendor	ID Tag Number	Condition/Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over \$250k	Hold Trigger	Approval Date	Budgeted Cost	Previously Approved Amount	Amount This Request	Cash Request #	Total Approved	Remaining Balance
																			\$5,929,180					\$5,929,180
A	1	7	System Completion Acceptance and Testing on all (58) sites	21GN-00-INS1	Installation	UAS	PSC	Interoperable Communications Equipment	Deployable							Yes	EHP		5,929,180					5,929,180

EXHIBIT D

LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the \$ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.



REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year
						UASI 22
<i>Grant Specialist to complete</i>		Summary and reason for modification request:	Are the modified ledgers attached electronically?	Will the project require approvals?		
Contract Amount	\$ -		<i>Equipment Ledger</i>		<i>EHP</i>	
Revised Amount	\$ -		<i>Training Ledger</i>		<i>Sole Source</i>	
Amendment Y/N?			<i>Organization Ledger</i>		<i>EOC</i>	
25% Increase	\$ -		<i>Planning Ledger</i>		<i>Watercraft</i>	
Council/14.8 Y/N?			<i>Exercise Ledger</i>		<i>Aircraft</i>	

Modified From:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #	FMU ONLY
From											\$ -			
From											\$ -			
From											\$ -			
From											\$ -			
From											\$ -			
Total:											\$ -			

Modified To:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	\$ Before	\$ After	\$ Change	Action	APPR #	FMU ONLY
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
To									\$ -	\$ -	\$ -			
Total:											\$ -			

MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes
FMU Verification-- Name	Date Reviewed	Modification #	Notes	

EXHIBIT E

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

Project Amount: UASI \$ _____ SHSP \$ _____

1. Indicate the type of aircraft/aviation equipment for this request (choose only one of the following).

Aircraft _____ Aviation Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the aircraft/aviation equipment, and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested aircraft/aviation equipment addresses.
5. Please explain how the requested aircraft/aviation equipment fits into the State/Urban Area's integrated operational plans.

6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft/aviation equipment will be outfitted.

7. Please describe how this aircraft/aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft/aviation equipment.

8. Please describe how this aircraft/aviation equipment will be utilized on a regular, non-emergency basis.

9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by: _____ Date: _____
(Name) (Signature)

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY _____ Grant Number _____ Cal OES ID# _____

Urban Area Security Initiative (UASI) FY _____ Grant Number _____ Cal OES ID# _____

Other Program FY _____ Grant Number _____ Cal OES ID# _____

Project Amount: UASI \$ _____ SHSP \$ _____

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____ Watercraft- Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.
4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.
5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.
6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.
8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.
9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.
10. Attach letters of endorsement, if applicable.

Submitted by: _____ Date: _____
(Name) (Signature)

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115
Expiration: 1/31/2024

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

PRIVACY NOTICE

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. **Be advised that completion of this form does not complete the EHP review process.** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>. The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance>

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@fema.dhs.gov. Please use the subject line: **EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).**

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Grantee: _____

Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Sub-Grantee: _____

Sub-Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

Project location (physical address or latitude-longitude): _____

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2. **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3. **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4. **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5. **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6. **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7. **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

a. Specify the equipment, and the quantity of each: _____

b. Provide the Authorized Equipment List (AEL) number(s) (if known): _____

c. Complete Section D.

2. **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

a. Describe the scope of the proposed training or exercise (purpose, materials, and type of a activities required): _____

b. Provide the location of the training (physical address or latitude-longitude): _____

c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? Yes No

• If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____

• If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): _____

• Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____

• If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____

• If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____

d. Would any equipment or structures need to be installed to facilitate training? _____

• If yes, complete Section D

3. **Renovations/upgrades/modifications, or physical security enhancements to existing structures.** **If so, Complete Section D.**

4. **Generator installation.**

- a. Provide capacity of the generator (kW): _____
- b. Identify the fuel to be used for the generator (diesel/propane/natural gas): _____
- c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): _____
- d. Complete Section D.

5. **New construction/addition.**

- a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): _____
- b. Provide technical drawings or site plans of the proposed project: Attached
- c. Complete Section D.

6. **Communication towers, antennas, and related equipment.**

- a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): _____
- b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: _____

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: _____
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: _____
- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____
- e. Would the tower be free-standing or require guy wires? Free standing Guy wires
- If guy wires are required, state number of bands and the number of wires per band: _____
- Explain why a guyed tower is needed to meet the requirements of this project: _____
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? _____
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): _____
- h. Describe the frequency and seasonality of fog/low cloud cover: _____

i. Provide a list of habitat types and land use at and adjacent to the tower site (within 1/2 mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: _____

j. Is there evidence of bird roosts or rookeries present within 1/2 mile of the proposed site? Yes No

• Describe how presence/absence of bird roosts or rookeries was determined: _____

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: _____

l. Distance to nearest existing telecommunication tower: _____

m. Have measures been incorporated for minimizing impacts to migratory birds? Yes No

• If yes, Describe: _____

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? Yes No

• If yes, provide Registration #: _____

• If no, why? _____

o. Has the FCCE106 process been completed? Yes No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? Yes No

• If yes, Describe: _____

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? Yes No

• If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: _____

r. Complete Section D.

7. **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. Project Installation

- a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

- b. Would ground disturbance be required to complete the project or training? Yes No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

- If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): _____

- c. Would the equipment use the existing infrastructure for electrical distribution systems? Yes No

- If no, describe power source and detail its installation at the site: _____

2. Age of structure/building at project site

- a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: _____

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s): _____

- b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? Yes No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: _____

- c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov/> Yes No

- If yes, identify the name of the historic property, site and/or district and the National Register document number: _____

3. **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site: Required
 - Labeled, color photograph of each location where equipment would be attached to a building or structure: Required
 - Labeled, color aerial photographs of the project site: Required
 - Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): Attached
 - Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): Attached
- b. Are there technical drawings or site plans available? Yes No
- If yes, attach: Attached

Appendix A has guidance on preparing photographs for EHP review

4. **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?

Yes No

• If yes, attach documentation with this form:

Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

Yes No

• If yes, attach documentation with this form:

Attached

c. Was a NEPA document prepared for this project?

Yes No

• If yes, what was the decision? (Check one, and please attach):

Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)¹ or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.¹ Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.

Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

Appendix A. Supporting Photographs for EHP Grant Submissions

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint,1 this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

New CCTV Camera

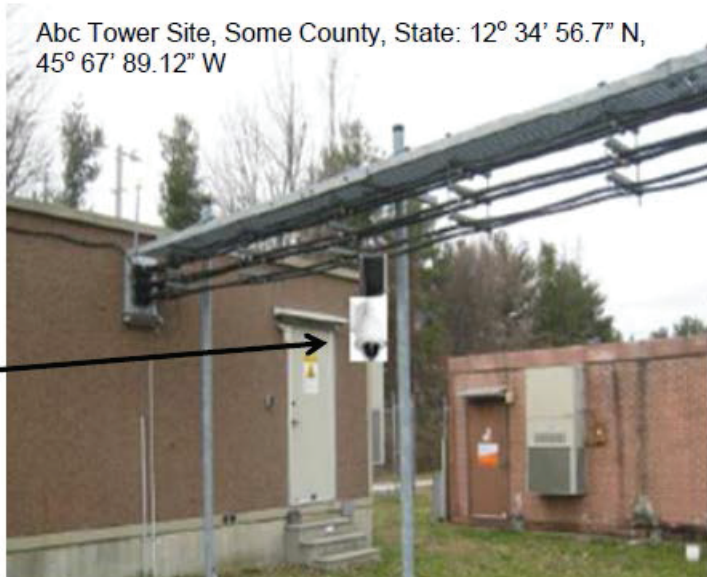


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

Trenching from generator to building's electrical service: 22 ft x 18 in x 6 in.

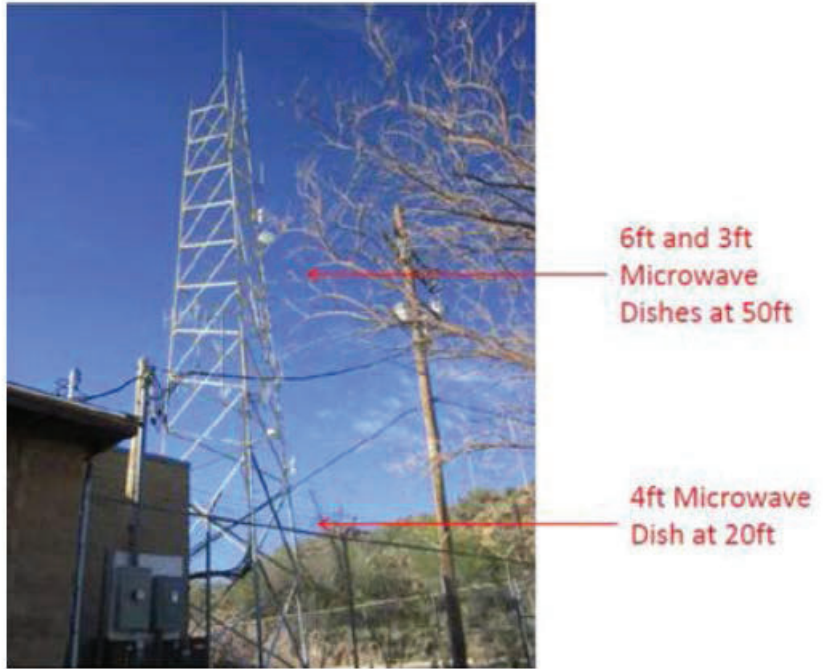
Generator Pad, 4 ft x 10 ft x 8 in



Figure 4. Ground-level photograph showing proposed ground disturbance area.

Appendix A. Supporting Photographs for EHP Grant Submissions

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.



Any County Tower, State: 12.3456° N, 34.5678° W

Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

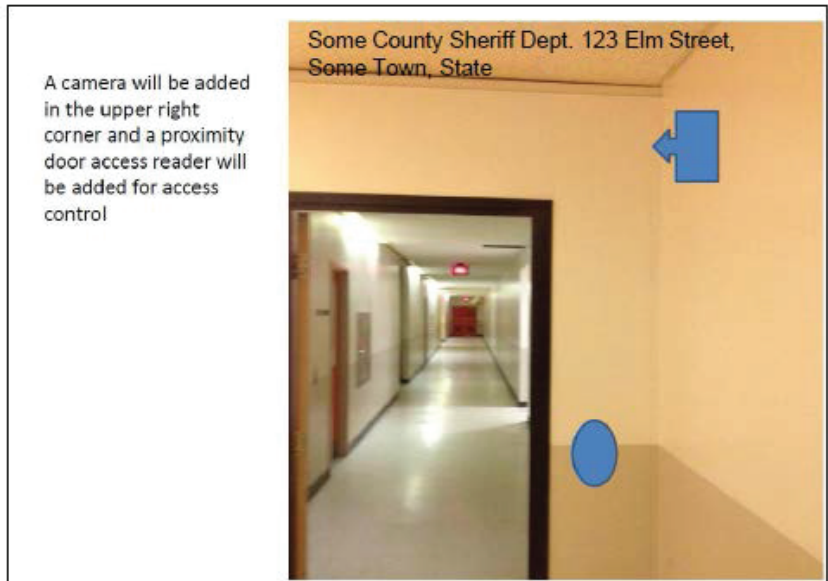


Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.



Non-Competitive Procurement Request

Information and Instructions

A Non-competitive procurement transaction is a purchase of property/goods or services, where only a single source that can provide the services or goods is afforded the opportunity to offer a price for the specified services or goods. Contracts may include goods as well as services, and this definition will also apply to those circumstances (see Subrecipient Handbook (SRH) Section 6.045).

All non-competitive procurements for contracted services or purchased goods greater than \$10,000 must be justified and have prior written approval by Cal OES.

Complete this form and include the required narrative justification (as an attachment) addressing each of the elements outlined in SRH Section 6.045. The Grant Subaward Director, or their designee identified on the Grant Subaward Signature Authorization (Cal OES Form 2-103), must sign this form.

This form can be submitted as part of the Grant Subaward Application and/or with a Grant Subaward Modification (Cal OES Form 2-223), if not previously approved as part of the Grant Subaward Application.



Non-Competitive Procurement Request

Grant Subaward #: _____

Subrecipient: _____

Total Procurement Amount: \$_____ Procurement: _____

Required narrative justification is attached and meets the requirements of

SRH Section 6.045: YES NO

I certify a non-competitive procurement is necessary for the contract/procurement identified on this form.

Grant Subaward Director Name	Grant Subaward Director Signature	Date
_____	_____	_____

Cal OES Approval

Narrative response meets the requirements per Subrecipient Handbook Section 6.045.

Yes N/A

- Description of the product of service being procured
- Description of why it is necessary to procure the good or service in a non-competitive manner
- Addresses all elements for one or more of the following
 - The good or services is available only from one source
 - Public exigency or emergency for the required equipment will not permit a delay
 - Competition is determined inadequate after solicitation

Approved	Denied	_____	_____
		Program Specialist Signature	Date

Approved	Denied	_____	_____
		Unit Chief Signature	Date

EXHIBIT F



Risk Scoring	
1	Very Low
2	Low
3	Medium
4	High
5	Very High

Information						Mayor's Office Use Only
Date of Assessment						
Grant Name and Grant Year UASI FY22						
Subrecipient Name						
Type of Non-Federal Entity (Local, JPA, Non-Profit)						
Grant Administration	Yes	In Progress	No	N/A	Comments	Scoring
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If Yes, please indicate the total number of Federal awards in the Comments section.						
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurements, travel, contractual services and records retention?						
3. Does the organization have a method in place to track projects performed under Federal awards?						
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?						
5. Does the organization have a method in place to track costs incurred against the approved grant budget?						
Personnel	Yes	In Progress	No	N/A	Comments	Scoring
6. Are the individuals with primary responsibility for the fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?						
7. Does the organization have a structure in place whereby the preparer of documents is different than the approver?						
8. Are timesheets used to track the time staff spend on specific grants?						
Audits	Yes	In Progress	No	N/A	Comments	Scoring
9. Did the organization receive more than \$750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.						
10. Was a single audit report completed per OMB Circular A-133? If No, skip to Question 13.						
11. Did the single audit result in 'No Findings?' If Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
Monitoring	Yes	In Progress	No	N/A	Comments	Scoring
13. Does the organization have documented policies and procedures in place related to fraud investigations and reporting?						
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?						
15. Does the organization inventory grant-funded equipment at least every two years?						
Final Score						

 Name/Title of Preparer

 Signature

 Date

 Name/Title of Mayor's Office Reviewer #1

 Signature

 Date

 Name/Title of Mayor's Office Reviewer #2

 Signature

 Date



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 4, 2023

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

Dear Directors:

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY – CERTIFICATION OF DIRECTOR AND ALTERNATE(S)

RECOMMENDED ACTION

It is recommended that your Board designate a Board Member to serve as the appointee to represent the Authority on the California Joint Powers Insurance Authority (CJPIA) and the Executive Director to serve as the alternate appointee, all in accordance with the provisions of Article 7 of the CJPIA.

BACKGROUND

At the Authority Board meeting of June 19, 2013, your board delegated authority to the Executive Director, on behalf of the JPA, to take all necessary actions to become a member of the CJPIA, and to participate in its liability program for self-insured loss pooling at the limits previously specified. On June 26, 2013, the CJPIA Executive Committee voted unanimously to allow membership to the Authority. As part of the membership process, the CJPIA requires online completion of the Certification of Director and Alternate(s). We return to your Board today to request that you appoint a Board member as is the required process for CJPIA membership. Additionally, we request that your Board appoint the Executive Director as an alternate appointee.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions and approved as to form.

AGENDA ITEM J

CONCLUSION

The Executive Director recommends the Board make the recommended designations.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson".

SCOTT EDSON
EXECUTIVE DIRECTOR

SC:mbc

c: Counsel to the Authority



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 4, 2023

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

Dear Directors:

DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENLIST THE ASSISTANCE OF THE COUNTY OF LOS ANGELES AND OTHER GOVERNMENTAL AGENCIES FOR VARIOUS SERVICES AT LAND MOBILE RADIO SYSTEM SITES

SUBJECT

Board approval is requested to delegate authority to the Executive Director to enlist the assistance of the County of Los Angeles (County) and other governmental agencies to perform various services in-house, via competitive bid, or via emergency processes managed by the County or the governmental agency that may be needed by the Authority at Land Mobile Radio (LMR) System sites for an aggregate not-to-exceed amount of \$325,000.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Delegate authority to the Executive Director to proceed with enlisting assistance from the County and other governmental agencies to perform various services in-house, via competitive bid, or via emergency processes managed by the County or the governmental agency via issuance of a written request for services that may be needed by the Authority at LMR System sites for an aggregate not-to-exceed amount of \$325,000.
2. Require the Executive Director to report quarterly to your Board regarding what costs, if any, were incurred for services required at LMR System sites, and the remaining balance of the not-to-exceed budgeted amount of \$325,000.

AGENDA ITEM K

BACKGROUND

As the LMR System transitions from construction to System Optimization and thus progressing toward achieving Final LMR System Acceptance, certain work may be needed at LMR System sites. The Authority's LMR System contractor, Motorola Solutions, Inc. (MSI) informed the Authority that since it has transitioned to System Optimization, it has released its construction subcontractors and MSI is not only unwilling but has also declined to perform certain work the Authority requires at certain LMR System sites. Such was the case with certain road repair work, generator work, conduit installation work, tower removal work, etc.

The Authority is seeking delegated authority to enlist the assistance of the County and other governmental entities through their established processes to perform work that may be needed at LMR System sites such as, but is not limited to, generator installation services, generator removal services, mobile generator procurement services, tower removal services, with such work being performed either through in-house or via competitive bid processes as these agencies have the infrastructure in place to complete services in a timely manner in furtherance of the Authority's goal of achieving interoperability in the region.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will delegate Authority to the Executive Director to enlist the assistance of the County or other governmental agencies to perform various services that may be needed at LMR System sites for an aggregate not-to-exceed amount of \$325,000. Such delegation will allow work that is needed to be performed at LMR System sites to be accomplished either in-house or via competitive bid processes deemed necessary and appropriate by the County or the governmental agency and will be managed by the same.

FISCAL IMPACT/FINANCING

Any necessary work at LMR System sites will not exceed an aggregate not-to-exceed amount of \$325,000. Should your Board approve these actions, such costs incurred will be payable from the Urban Areas Security Initiative (UASI) Program open and awarded grants, in particular from the Contingency line item for unforeseen work and captured in the annual LA-RICS Adopted Operating Budget. Should costs exceed the aggregate not-to-exceed amount identified herein, the Authority will return to your Board for additional approval.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions and approved as to form.

CONCLUSION

Upon the Board's approval of the recommended actions, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", written in a cursive style.

SCOTT EDSON
EXECUTIVE DIRECTOR

c: Counsel to the Authority



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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

SCOTT EDSON
EXECUTIVE DIRECTOR

May 4, 2023

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

Dear Directors:

LA-RICS AND INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM AUTHORITY ISSI CONNECTION MEMORANDUM OF UNDERSTANDING

SUBJECT

Approve LA-RICS and Interagency Communications Interoperability System Authority (ICI) Inter Subsystem interface (ISSI) Memorandum of Understanding (MOU), attached hereto, for the oversight, use, control, coordination and management of the ISSI.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Approve the MOU between LA-RICS and ICI, attached hereto (Enclosure), to allow for, among other things, the oversight, use, control, coordination and management of the regional Talkgroups using the ISSI connection.
2. Delegate authority to the Executive Director to execute the ISSI MOU with ICI.
3. Delegate authority to the Executive Director to approve and execute amendments to the ICI ISSI MOU, provided they are approved as to form by Counsel to the Authority.

BACKGROUND

In 2016, the Los Angeles and Long Beach Urban Areas Security Initiative (UASI) voted to fund interoperable communications via a system-of-systems model, whereby LA-RICS would serve as the hub and other systems/networks in the region would connect to LA-RICS to achieve regional interoperability via ISSI connection. LA-RICS and ICI have completed an ISSI link between their respective networks and now wish to enter into a MOU for the oversight, use, control, coordination and management of the ISSI. This includes but is not limited to management of each agencies respective portions of the

AGENDA ITEM L

ISSI including the sixteen (16) regional ISSI talk groups to be used by member agencies, users and subscribers on each of their Land Mobile Radio (LMR) systems to avoid conflicts and prevent interference to and interruption of talk group usage, among other things.

The Joint Technical and Operations Committee is reviewing this MOU at their Special Meeting on May 2, 2023, and will provide your Board with an update on whether they can recommend this item to your Board for approval.

FISCAL IMPACT/FINANCING

The activities contemplated in the recommended actions have no fiscal impact at this time as equipment and services required to achieve the ISSI link were fully funded by UASI grant program with remaining collaboration, coordination and planning work to be fully reimbursable under the UASI grants.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions and approved as to form.

CONCLUSION

The recommended actions will authorize the Executive Director to execute the MOU with the ICI as well as any amendments that do not result in a fiscal impact.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

TP:RJ:mbc

c: Counsel to the Authority

**MEMORANDUM OF UNDERSTANDING FOR
COORDINATION OF ISSI CONNECTION**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this _____ day of _____, 2023,

BY AND BETWEEN

**THE INTERAGENCY
COMMUNICATIONS
INTEROPERABILITY SYSTEM
AUTHORITY**, a Joint Powers Authority,
hereinafter referred to as "**ICI System**";

AND

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

WHEREAS, LA-RICS and ICI System have jointly completed an Inter Subsystem Interface (ISSI) link between their respective networks;

WHEREAS, LA-RICS and ICI System wish to enter into a Memorandum of Understanding (MOU) for the oversight, use, control, coordination and management of the ISSI, including for the sixteen (16) regional ISSI talk groups identified in Exhibit A (ISSI Talk Group Names and Frequencies Matrix) attached to this MOU;

WHEREAS, LA-RICS and ICI System wish to oversee, control, coordinate and manage the use of their respective portions of the ISSI that each is responsible for, including the sixteen (16) Regional Talk Groups to be used by member agencies, users and subscribers on each of their Land Mobile Radio (LMR) systems, so as to avoid conflicts and prevent interference to and interruption of talk group usage;

WHEREAS, LA-RICS and the ICI System will require its member agencies, subscribers, and users to comply with the policies and procedures that will be prepared by the LA-RICS and ICI System for use of the sixteen (16) regional ISSI talk groups.

WHEREAS, the Parties acknowledge that this Agreement is not a joint powers agreement subject to the provisions of California Government Code Sections 6500 et. seq. and the Parties intend that nothing in this Agreement shall be so construed. The Parties have no intent to create hereby a separate legal entity or public agency and no such entity is hereby created.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

AGENDA ITEM L - ENCLOSURE

1. PURPOSE

The purpose of this MOU is to allow LA-RICS and the ICI System to oversee, manage, access and coordinate the operational ISSI, including the sixteen (16) regional ISSI talk groups for all LA-RICS and ICI System member agencies, subscribers, and users in good standing. LA-RICS and the ICI System, individually and as applicable to each of its member agencies, subscribers or users, will determine who is in good standing.

2. ADMINISTRATION OF ISSI INCLUDING SIXTEEN (16) REGIONAL ISSI TALK GROUPS FOR LA-RICS AND ICI MEMBER AGENCIES, SUBSCRIBERS AND USERS

In accordance with the terms and conditions of this MOU, LA-RICS and the ICI System accept administration, management, and coordination of use of the sixteen (16) regional ISSI talk groups set forth in Exhibit A (ISSI Talk Group Names and Frequencies Matrix). LA-RICS will administer the sixteen (16) regional ISSI talk groups on its LMR system and demarcated connection to the ISSI, and the ICI System will administer and mirror the same sixteen (16) regional ISSI talk groups on its LMR system and demarcated connection to the ISSI. LA-RICS and the ICI System shall coordinate with each other, and their respective member agencies, subscribers and users of their LMR systems, so as to maximize operations and to prevent interference to and interruption of the sixteen (16) regional ISSI talkgroups.

3. LA-RICS AND ICI SYSTEM RESPONSIBILITIES

In fulfilling the requirements of this MOU, LA-RICS and the ICI System must:

- 3.1 Each make their best effort to maintain their respective portions of the ISSI connection so that the sixteen (16) Regional Talk Groups will be available twenty-four (24) hours a day, seven (7) days a week to members, agencies, subscribers and users in good standing. Each party is responsible for maintaining their respective connection to the ISSI, as identified in Exhibit B (Network Diagram). Costs for shared portions of the ISSI connection will be jointly approved and split equally between the parties.
- 3.2 Each report any misuse of ISSI Talk Groups by anyone to the other party.
- 3.3 Each use the sixteen (16) ISSI Talk Groups for official joint public safety operations and field emergencies only. General day-to-day operations on each LMR system shall not routinely roam onto or operate upon the others' LMR system/network.

- 3.4 Each appoint their own respective representatives, the Talk Group Administrators identified in Section 6, to meet and resolve problems, plan for upgrades, perform maintenance and provide reports. Coordination of any requests for additional talk groups shall be accomplished via this process.
- 3.5 Each test the ISSI connection by member agencies, subscribers, users and system administrators only following notification to both parties. Notification to be by contacting the Talk Group Administrators listed in Section 6 (Talk Group Administrators).
- 3.6 Each only assign ISSI talk groups to member agencies, subscribers and users who are in good standing by complying with (1) the requirements and obligations of use of their respective LMR systems (as determined by LA-RICS or the ICI System for each of their member agencies, subscribers, and users), and (2) their respective LA-RICS and ICI System's Joint Powers Agreements.
- 3.7 Each notify the appropriate reciprocating ISSI Talk Group Administrator in the case of ISSI system problems or outages, planned or otherwise.

4. TERM OF MOU

- 4.1 This MOU shall commence upon execution by both parties and shall remain in effect until terminated by either party.
- 4.2 Notwithstanding the foregoing, either party shall have the option of terminating this MOU in whole or in part at any time for any reason upon giving the cancelled party notice in writing at least one hundred and eighty (180) calendar days in advance of the effective date of such termination. Following the effective date of termination of this MOU, LA-RICS and/or ICI System shall relinquish control and coordination of the ISSI Talk Groups set forth in Exhibit A (ISSI Talk Group Names and Frequencies Matrix), in accordance with Section 5 (Relinquishment of Management and Coordination of ISSI Talk Groups).

5. RELINQUISHMENT OF MANAGEMENT AND COORDINATION OF ISSI TALK GROUPS

If at any time following the execution of this MOU, LA-RICS or the ICI System requires the return of some or all of the ISSI Talk Groups as Exhibit A (ISSI Talk Group Names and Frequencies Matrix) for its management and coordination as part of LA-RICS' or ICI System's operations, the concerned party may remove their talk group(s) and/or connection to the ISSI, thus relinquishing their portion of management and control of the concerned talk groups and/or ISSI connection group(s), with one hundred eighty (180) days' notice.

6. TALK GROUP ADMINISTRATORS

6.1 LA-RICS ISSI Talk Group Administrator:

Ted Pao
Los Angeles Regional Interoperable Communications System
LA-RICS Project Team
2525 Corporate Place, Suite 200
Monterey Park, CA 91754
(323) 881-8028
tpao@lasd.org

6.2 ICI System ISSI Talk Group Administrator:

Gordon Arnold
ICI System
Administrator 120 N.
Isabel Street Glendale,
CA 91206
(818) 548-6444
GArnold@GlendaleCA.gov

7. NOTICES

7.1 Notices desired or required to be given pursuant to this MOU or by any law shall be provided in the manner set forth in Section 7.2 and addressed as follows:

Notices to LA-RICS shall be addressed as follows, unless otherwise stipulated in the MOU exhibits:

LA-RICS Joint Powers Authority
Attn: Ronald Watson
525 Corporate Place, Suite
100 Monterey Park, CA 91754
ronald.watson@la-rics.org

Notices to the ICI System shall be addressed as follows:

ICI System Joint Powers Authority
Attn: Mr. Raymond Edey, Executive Director
131 N. Isabel Street, 4th Floor
Glendale, CA 91206
(818) 548-3151
REdey@ICISystem.org

- 7.2 Notice will be sufficiently given for all purposes as follows:
- a. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.
 - b. First Class mail. When mailed first class to the last known address of the recipient, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
 - c. Certified mail. When mailed certified, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
 - d. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
 - e. Facsimile transmission. When sent by fax to the last known fax number of the recipient, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
 - f. Email. When sent by email, notice is effective on receipt. Any notice given by email will be deemed received on the next business day if it is received after 5:00 p.m. or on a non-business day.
- 7.3 Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- 7.4 Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days' prior written notice thereof to the other party.

8. INDEMNITY

- 8.1 LA-RICS shall indemnify, defend, and hold harmless ICI System, its elected and appointed member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with LA-RICS acts and/or omissions arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of ICI System.

8.2 ICI System shall indemnify, defend, and hold harmless LA-RICS, its elected and appointed officers, member agencies, employees, contractors and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with ICI System's acts and/or omissions arising from and/or relating to this MOU, except for such loss or damage arising from the sole negligence or willful misconduct of LA-RICS.

9. INDEPENDENT STATUS

This MOU is by and between ICI System and LA-RICS and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between ICI System and the LA-RICS.

10. ASSIGNMENT

This MOU is personal to LA-RICS and ICI System, and, in the event LA-RICS and or ICI System shall attempt to assign or transfer the same in whole or in part without the express written consent of all parties, such assignment or transfer shall be null and void.

11. RESERVED

12. WAIVER

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

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

13. INTERPRETATION

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. SEVERABILITY

If any provision of this MOU is held invalid, the remainder of this MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

16. AMENDMENTS

All changes, modifications, or amendments to this MOU must be in the form of a written Amendment duly executed by authorized representatives of LA-RICS and ICI System.

17. ENTIRE MOU

This MOU, Exhibit A, Exhibit B, and any executed Amendments, between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by ICI System and LA-RICS.

(Signature Page – following page)

**MEMORANDUM OF UNDERSTANDING FOR
COORDINATION OF ISSI CONNECTION**

IN WITNESS WHEREOF, LA-RICS and the ICI System, by Order of their authorizing bodies, has caused this MOU to be executed on its behalf by its duly authorized representatives, on the dates written below.

INTERAGENCY COMMUNICATIONS INTEROPERABILITY

Governance Chair, Michael Ellis

Date

**LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
AUTHORITY**

Executive Director, Scott Edson

Date

ISSI TALK GROUP NAMES AND FREQUENCIES MATRIX

NETWORK DIAGRAM