



AGENDA

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

BOARD OF DIRECTORS MEETING

Thursday, May 2, 2024, • 9:00 a.m.

County of Los Angeles Sheriff’s Department (LASD)
 Community College Bureau
 1055 Corporate Center Drive
 Monterey Park, CA 91754

Microsoft Teams Meeting Link for the Public: [Join the meeting now](#)

Call-in Number for the Public:

Public may submit a Public Comment during the meeting to the Board by accessing the Microsoft Teams Meeting Link above or by the Call-In Telephone Number below.

Telephone Number: (323) 886-6924

Conference ID: 638 904 119#

AGENDA POSTED: April 25, 2024

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.	Michael Inman , 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 (West Covina) Los Angeles Area Fire Chiefs Association	5.	Phil Ambrose , Battalion Chief (West Covina) Los Angeles Area Fire Chiefs Association
6.	Scott Wiese , Police Chief (Monterey Park) Los Angeles County Police Chief’s Association	6.	Vacant Los Angeles County Police Chief’s Association
7.	Joshua Nelson , City Manager (City of Industry) California Contract Cities Association	7.	Marcel Rodarte , Executive Director California Contract Cities Association
8.	David Povero , Police Chief At-Large Seat #3 (City of Covina Police Department)	8.	Ric Walczak , Captain At-Large Seat #3 (City of Covina Police Department)
9.	Mark Fronterotta , Police Chief At-Large Seat #2 (City of Inglewood Police Department)	9.	Cardell Hurt , Captain At-Large Seat #2 (City of Inglewood Police Department)
10.	Chris Nigg , Fire Chief At-Large Seat #4 (City of La Verne Fire Department)	10.	Brandon Coatney , Deputy Fire Chief At-Large Seat #4 (City of La Verne Fire Department)

OFFICERS
Scott Edson , LA-RICS Executive Director
Ronald Watson , LA-RICS Deputy Executive Director
Oscar Valdez , County of Los Angeles, Auditor-Controller
Elizabeth Buenrostro Ginsberg , County of Los Angeles, Interim 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 4, 2024 – Regular Minutes**
Agenda Item A
- IV. PUBLIC COMMENTS –**
- V. CONSENT CALENDAR – NONE**
- VI. REPORTS (B – E)**
 - B. Director’s Report – Scott Edson**
 - C. Project Manager’s Report – Brian Smyth**
Agenda Item C
 - D. Joint Operations and Technical Committee Chair’s Report – Lt. Robert Weber**
 - E. Finance Committee Chair’s Report – NONE**
- VII. DISCUSSION ITEMS (F – J)**
 - F. Land Mobile Radio Network Operations Status and Issues – Ted Pao**
Agenda Item F
 - G. Outreach Update – Lt. 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



I. Quarterly Report Governmental Services Uses

Agenda Item I

J. Financial Statements and Independent Auditors Report For the Fiscal Year Ending June 30, 2023 – BCA Watson Rice LLP

Agenda Item J

VIII. ADMINISTRATIVE MATTERS (K – N)

K. ACCEPT 2023 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS

It is recommended that your Board:

1. Accept \$3,311,662 in grant funds from the Fiscal Year 2023 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2023 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 K

L. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH DPS TELECOM FOR A SECURITY ALARMING AND SURVEILLANCE SYSTEM FOR ALL LAND MOBILE RADIO (LMR) SYSTEM SITES

It is recommended that your Board delegate authority to the Executive Director to enter into negotiations for a sole source agreement with DPS Telecom for a Security System for the LMR System sites. Upon completion of negotiations, Authority staff will return to your Board with a proposed agreement, corresponding scope, terms and conditions, and costs for the Security System.

Agenda Item L

M. REQUEST TO ADD TO THE EXECUTIVE DIRECTOR'S EXISTING DELEGATED AUTHORITY ON AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM



1. Delegate authority to the Executive Director to issue one (1) or more Proceed Orders under the LMR Agreement to MSI, as may be necessary, with a predefined not-to-exceed amount identified per Proceed Order, for a total aggregate not-to-exceed amount of \$78,800 for all Proceed Orders. Should the Authority anticipate additional Proceed Order work beyond the cost of the aggregate not-to-exceed Proceed Order amount, the Authority will return to your Board. Additionally, if approved, the Executive Director will report back on a quarterly basis regarding any Proceed Orders issued and the associated costs and balance.
2. Delegate authority to the Executive Director to execute amendments to memorialize any such work performed via a Proceed Order, as may be necessary.

Agenda Item M

**N. APPROVE AMENDMENT NO. 121 TO AGREEMENT NO. LA-RICS 007
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

1. Find that approval of Amendment No. 121 for inclusion of two (2) Change Orders at the CPK site related to the FSS inspection work and HVAC system preventative maintenance work and for one (1) Change Order at site UNIV related to FSS inspection work is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Find that approval of Amendment No. 121 for inclusion of three (3) Change Orders at (a) the MCI site related to TVSS replacement work, FSS inspection work and HVAC system preventative maintenance work is within the scope of the activities previously authorized at site MCI on August 5, 2021, which your Board previously found exempt from review under CEQA pursuant to 14 Cal. Regs. ("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for reasons stated in this Board Letter and as noted in the record of the project.
3. Approve Amendment No. 121 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect the following:
 - a. Incorporate one (1) Change Order for TVSS replacement work at the MCI site for a cost increase in the amount of \$1,000.
 - b. Incorporate one (1) Change Order for FSS inspection work at the MCI site for a cost increase in the amount of \$1,700.



- c. Incorporate one (1) Change Order for FSS inspection work at the UNIV site for a cost increase in the amount of \$500.
 - d. Incorporate one (1) Change Order for FSS inspection work at the CPK site for a cost increase in the amount of \$700.
 - e. Incorporate one (1) Change Order for HVAC system preventative maintenance work at the MCI site for a cost increase in the amount of \$2,939.
 - f. Incorporate one (1) Change Order for HVAC system preventative maintenance work at the CPK site for a cost increase in the amount of \$ 2,798.
4. Authorize an increase to the Maximum Contract Sum in an amount of \$9,637 from \$217,165,114 to \$217,174,751 when taking the recommended action into consideration.
 5. Delegate authority to the Executive Director to execute Amendment No. 121, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed (NTP) for this work as may be needed.

Agenda Item N

IX. MISCELLANEOUS

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

XI. CLOSED SESSION REPORT

1. CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation (subdivision (d) of Government Code Section 54956.9 (1 case))

XII. ADJOURNMENT AND NEXT MEETING

Regular Board Meeting on Thursday, June 6, 2024, 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 TRADUCCIÓN, 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 4, 2024, ■ 9:00 a.m.

BOARD MEMBERS PRESENT

Vincent Capelle, Fire Chief, Los Angeles Area Fire Chiefs Association

Scott Wiese, Chief of Police, Los Angeles County Police Chief's Association

Christopher Nigg, Fire Chief, City of La Verne

ALTERNATES FOR BOARD MEMBERS PRESENT

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

Michael Inman, Deputy Fire Chief, County of Los Angeles Fire Department

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

Rick Walczak, Captain, City of Covina Police Department

Cardell Hurt, Captain, City of Inglewood Police Department

OFFICERS PRESENT

Scott Edson, LA-RICS Executive Director

Beatriz Cojulun, LA-RICS, Board Secretary

BOARD MEMBERS ABSENT / VACANT

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

Joshua Nelson, City Manager, California Contract Cities Association



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I. CALL TO ORDER

Alternate Vice-Chair Michael Inman welcomed attendees and called the April 4, 2024, Regular Board meeting to order at 9:00 a.m.

Alternate Vice-Chair Inman introduced himself stating he was the Deputy Chief for the County of Los Angeles (County) Fire Department (LACoFD) and would be replacing Chief Eleni Pappas who has been reassigned. Alternate Vice-Chair Inman further stated he would take over the role as the Alternate representing Fire Chief Marrone for LA-RICS.

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 7, 2024 – Regular Minutes

Agenda Item A

Alternate Board Chair Inman asked the Board if there were any comments or corrections to the Regular Meeting Minutes for March 7, 2024. There were no questions or corrections, therefore, he asked for a motion to approve the minutes.

Board Member Cardell Hurt motioned first, seconded by Alternate Board Member Leslie Luke.

AYES (8): Capelle, Wiese, Nigg, Luke, Inman, Rifenburg, Walczak, Hurt

MOTION APPROVED.

IV. PUBLIC COMMENTS – NONE

There was no public comment.

V. CONSENT CALENDAR – NONE

There were no reports on the Regular Meeting Agenda.



VI. REPORTS (B – E)

B. Director's Report – Scott Edson

Executive Director Scott Edson greeted the Board Members and welcomed Fire Chief Christopher Nigg from the City of La Verne Fire Department, elected to the LA-RICS Joint Powers Authority (JPA) Board as the At-Large Member No. 4. Executive Director Edson shared the JPA would benefit from Chief Nigg's experience and knowledge.

Chief Nigg expressed his appreciation and stated he has been with the City of La Verne for two and a half (2 1/2) years as Fire Chief, previously coming from Orange County and the City of San Bernardino with experience in communications.

Executive Director Edson reported the LA-RICS system was performing well and the LMR network maintained seamless service to LA-RICS end users with no significant outages or interruptions despite a severe windstorm in the region. Executive Director Edson further reported that although concerns arose when generators at Burnt Peak (BUR1) and Green Mountain (GRM) briefly went offline, the battery backup effectively mitigated any operational impact.

Executive Director Edson shared that due to high winds at site Magic Mountain Link (MML), cracks in the foundation were discovered, and Motorola Solutions Inc. (MSI) and other experts were on site to assess the situation. Executive Director Edson further shared that he expects a report and corrective action plan from MSI very soon. Executive Director Edson stated the site should have withstood the winds that recently occurred; however, this site was unique in that debris was found in the grounds during construction which created the need for a Change Order. Executive Director Edson further stated the new design was expected to still withstand high winds and the resolution is expected to be covered under Warranty. Executive Director Edson did not believe there was an immediate threat of collapse.

Executive Director Edson expressed that work with MSI continued to improve regarding their Warranty services, and they provided LA-RICS with the first-year Maintenance Plan, which will begin at the conclusion of the one-year Warranty period. Executive Director Edson further expressed that under initial review of this plan there are items that need to be further refined and is anticipated these issues would be resolved as this new first year of service begins in mid-November 2024.

Executive Director Edson reported progress continued regarding establishing regional Interoperability Standard Operating Procedures (SOP) by the Joint Operation and Technical Ad-Hoc Committees. Executive Director Edson further reported that during the two meetings that were held in March 2024, participants explored scenarios encountered by law enforcement agencies in daily operations,



and discussions focused on enhancing coordination between dispatch centers and field officers across disparate radio systems. Executive Director Edson expressed the Joint Operation and Technical Ad-Hoc Committees aimed to produce draft SOPs outlining procedures for dispatch centers and field personnel, with the hopes of being adopted by the region. Executive Director Edson went on to say he believed the Joint Operation and Technical Ad-Hoc Committees would come to a consensus on the SOPs so they could be distributed throughout the region, followed by training.

Executive Director Edson mentioned, in a subsequent meeting, LACoFD shared its operational procedures for communications planning and Mutual Aid operations, shedding light on communication protocols during multi-agency incident responses. Executive Director Edson further mentioned that, while law enforcement and fire department scenarios may differ, the discussion identified common procedures such as inter-dispatch center broadcasts and annual frequency coordination meetings that law agencies may adopt. Executive Director Edson stated that upon finalizing the law enforcement agency SOPs, the Joint Operation and Technical Ad-Hoc Committees would delve into cross-disciplinary SOPs, exploring best practices for communication between agencies such as law, fire, emergency medical systems, and others, during multi-discipline responses. Executive Director Edson further stated this Ad-Hoc working group was well represented and met every two (2) weeks. Executive Director Edson mentioned the group is making great progress and thanked all who contributed.

Executive Director Edson touched on some highlights for the first quarter of 2024 beginning with LACoFD migrating its voice radio operation onto LA-RICS Analog Communications Voice Response System (ACVRS) and Los Angeles Regional Tactical Communications Subsystem (LARTCS); LACoFD's narrowband data operation had been on LA-RICS system since late 2022, however, with the migration of its voice operation on ACVRS, additional LA-RICS narrowband channels were turned on. Executive Director Edson mentioned that only one narrowband data channel remained in "Off" status to provide additional transitional period. Other highlights of 2024 that Executive Director Edson touched on were end user operations being unaffected by the winter storms; only some peripheral equipment was damaged, however, there was no operational impact due to redundancies built into the system. Executive Director Edson added the LA-RICS Joint Operation and Technical Ad-Hoc Interoperability work group was making progress on the region's Interoperable SOPs. Executive Director Edson mentioned that LA-RICS continued outreach and were receiving completed subscription affiliate agreements.

Executive Director Edson reported that, regarding the budget, MSI's finalized quote on system upgrades was pending which had been delayed. Executive Director Edson further mentioned that LA-RICS needed to work through the maintenance contract issues that were received. Executive Director Edson further reported it



was his intent to have a draft budget before the Finance Committee next month and to the JPA board immediately following.

Executive Director Edson stated that, in regard to other administrative items, Agenda Item H was to be presented before the Board, which was a change order with MSI, that would enable LA-RICS to continue to use the same asset management software; Item I was requesting the Board to provide Executive Director Edson with authorization to enter into Sole Source negotiations with CompCom, LLC, for Information Technology (IT) consultant services; and item J, which was to approve the Authority's collocation fee schedule and rent schedules. Executive Director Edson went on to say this item was also presented to the Finance Committee who unanimously voted to recommend Board approval.

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

C. Project Manager's Report – Brian Smyth

Program Director Brian Smyth greeted the Board and presented Agenda Item C.

Program Director Smyth reported the LA-RICS Technical Team was reviewing design options for future remote door control, cameras, motion detection, and a master key plan. Program Smyth further reported the Jacobs Project Management Team (PM Team) was obtaining a proposal that would integrate all camera and door control systems into the T/Mon network.

Program Director Smyth stated the PM Team continued to work with the City of Los Angeles Department of Water and Power (LADWP) in agreeing to indemnify LA-RICS or seek their own indemnification directly from California State Parks and that progress was being made.

Program Director Smyth mentioned the utility power connection to the new Southern California Edison (SCE) solar power plant at site Burnt Peak (BUR1)) was projected to begin in September 2024 and completed by December 2024. Program Director Smyth further mentioned that SCE submitted a preliminary design plan that showed connection to the new grid, which was within the LA-RICS approved coastal permit environmental boundary.

Program Director Smyth reported that site access roads were currently being worked on by San Bernardino County for site East Sunset Ridge (ESR). Program Director Smyth further reported that sites Tejon Peak (TPK) and Grass Mountain (GMT) were accessible only with a 4-wheel drive vehicle, while Mount Lukens (MTL2), Loop Canyon (LPC), Hauser Peak (HPK), and Mount McDill (MMC) continued to have access.



Program Director Smyth reported that specifications for mobile and fixed generator upgrades at site Saddle Peak (MCI) were submitted for procurement on March 28, 2024. Program Director Smyth further reported that delivery of a fixed generator was anticipated for February 10, 2025. Program Director Smyth mentioned that an Invitation for Bid (IFB) for generator installation was scheduled for release in October 2024, and the backup Generator installation was anticipated to be complete in May 2025.

ISD Tower Migration

Program Director Smyth shared tower migration dates for several sites; Tower Peak (TPK) was completed in January 2024; Castro Peak (CPK) was anticipated for June 2024; MCI was anticipated for April 16, 2024.

Tower Demolitions

Program Director Smyth mentioned that tower demolition at TWR was completed on March 27, 2024, and tower demolition at CPK was scheduled to begin in August 2024. Program Director Smyth went on to say that tower demolition at site SPH was scheduled to start in February 2025.

This concluded the report on Agenda Item C by Project Director Smyth. There was no further discussion.

D. Joint Operations and Technical Committee Chair's Report – Operations Lead Lieutenant Robert Weber

Operations Lead Lt. Robert Weber greeted the Board and presented Agenda Item D.

Operations Lead Lt. Weber shared the Joint Operations and Technical Committees meeting was held on March 19, 2024, was chaired by Operations Lead Lt. Weber; having quorum present; the Minutes were approved; the Joint Committee received an update on the Land Mobile Radio (LMR) System by Project Director Smyth; a Regional Interoperability Update with a brief discussion on different areas of interoperability that were being worked on including the Ad-Hoc Committee work; LMR Network Operations Status and Issues Update were both presented by Technical Lead Ted Pao; Mobile Communications Unit presentation shared by Deputy Mana Elliott of the County of Los Angeles Sheriff's Department (LASD), who is in charge of the Mobile Communications Unit and several LA-RICS' supported assets, which includes the Site On Wheels; Operations Lead Lt. Weber reported that with no further items and no comments, the meeting concluded.

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



E. Finance Committee Chair's Report –

Alternate Board Member Luke greeted the Board and presented Agenda Item E.

Alternate Board Member Luke shared the Finance Committee meeting was held on March 28, 2024; having quorum present; the Minutes were approved. Alternate Board Member Luke further shared two (2) items that were discussed regarding updates to the LMR and the LMR Network Operations Status and Issues. Alternate Board Member Luke went on to report the Finance Committee meetings scheduled for the remainder of 2024 were approved along with approved the draft for the collocation and rent fee schedule for third party collocations for LMR sites.

This concluded the report on Agenda Item E by Operations by Alternate Board Member Luke.

VII. DISCUSSION ITEMS (F – G)

F. Land Mobile Radio Network Operations Status and Issues – Ted Pao

Technical Lead Ted Pao greeted the Board and presented Agenda Item F.

Technical Lead Pao expressed that March 2024 marked the conclusion of the rainy season in the County. Technical Lead Pao further expressed despite recently encountering a severe rainstorm and anticipating another storm to follow, it was likely the bulk of rainy events for this winter had passed. Technical Lead Pao stated, while LMR System faced some challenges from the year's winter storms, the LMR System managed significantly better compared to the atmospheric river storms of the previous year. Technical Lead Pao further stated, although access roads presented some difficulties, LA-RICS fortunately did not experience the severe road erosion or ice damage seen in the 2022 and 2023 winter storms, and that LA-RICS remains cautiously optimistic as the season transitions.

Regarding the impact on LMR operations due to winter storms, Technical Lead Pao expressed there were no operational outages, and that it appeared the microwave links maintained their alignment, unlike in 2023, when a few microwave links at high-wind sites required minor realignment and additional reinforcement with antenna braces. Technical Lead Pao further expressed these events only resulted in a reduction in available bandwidth or speed and did not cause operational issues.

Technical Lead Pao reported that service-related challenges with MSI continued to be a focal point for LA-RICS and that while there were improvements in certain areas, challenges remained in others. Technical Lead Pao reported further reported that LA-RICS was persistent in communications to MSI of the necessity for enhancements to meet LA-RICS' operational standards.



Technical Lead Pao shared slides of the old tower removal at San Dimas as the surrounding residents and homeowner's association requested the County remove the tower after the completion of the LA-RICS tower. Technical Lead Pao went on to say the tower removal required the County to migrate its equipment from the old tower onto LA-RICS' tower.

Technical Lead Pao shared the Narrowband Mobile Data Network (NMDN) statistics for March 2024; the outbound message counts were 6100 and up to 9200; the inbound messages were lower in counts, but largely followed the trend, from the mid-2,000s to high of 4,200s; monthly message counts indicated numbers close together for January 2024, February 2024, and March 2024.

Technical Lead Pao mentioned that statistics for the ACVRS subsystem were available, and that LACoFD was largely operating on the ACVRS subsystem. Technical Lead Pao further mentioned the top fifteen (15) sites processed just over 1.67 million calls, with a potential monthly system-wide count nearing two (2) million calls. Technical Lead Pao expressed that Men's Central Jail (MCJ) had the top TalkGroup usage with Inglewood Police Department (IGPD) following. Technical Lead Pao further expressed MCJ had the highest Push to Talk count, and that LASD, IGPD, and LACoFD were the top three agencies that used the most TalkGroup time in minutes.

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 2024, Authority staff continued with subscriber and affiliate outreach efforts. Operations Lead Lt. Weber further reported the affiliate agreement with Interagency Communications Interoperability (ICI) was executed on March 6, 2024, and more coordination was expected regarding this effort in the future. Operations Lead Lt. Weber went on to say that LA-RICS continued to work with LASD contract cities and other cities that expressed interest in LA-RICS.

Operations Lead Lt. Weber expressed additional transitions with LA-RICS staff occurred in March 2024 as Deputy Sal Perez transferred back to Communications and Fleet Management Bureau Training and Deputy Erica Seputyte replaced him. Operations Lead Lt. Weber further expressed Deputy Seputyte would attend weekly training with Deputy Perez and the PM Team for onboarding.



Operations Lead Lt. Weber shared Authority staff attended and facilitated several Interoperability meetings during March 2024, and that Authority staff attended the Southern California Regional Interoperability working group held at the Orange County Sheriff's Department Technical Center in Tustin, CA, and the meeting was attended by surrounding counties.

Operations Lead Lt. Weber reported there were two Ad-Hoc Committee Meetings, and the process was moving well. Operations Lead Lt. Weber further reported that on March 21, the Authority staff attended the Urban Area Securities Initiative (UASI) Interoperability Meeting where they briefed attendees on progress of Interoperability in the region. Operations Lead Lt. Weber went on to say the Authority staff and staff from the LASD Fleet Management and Communications Bureau had been meeting to finalize the plans for Interoperability in Mutual Aid communications throughout the County and that input from the Ad-Hoc Committees would be used to assist in this effort as LASD moves forward with sharing some of its tactical TalkGroups with its partners throughout the region.

Operations Lead Lt. Weber mentioned LA-RICS team continues to collect Interoperability requests and that twenty-eight (28) agencies requested access and seventeen (17) agencies programmed in the regional TalkGroup. Operations Lead Lt. Weber went on to say this effort would continue.

Operations Lead Lt. Weber stated the Authority staff conducted additional outreach and coordination with Cerritos College Police Department, City of Rancho Palos Verdes, California State University Los Angeles Police Department and California State Dominguez Hills Police Department. Operations Lead Lt. Weber further stated the Authority staff continued to work closely with these agencies to ensure their needs are met, and the Authority staff continue to work closely with the State of California and federal partners to ensure Interoperability during major events.

A discussion was held between Chief Vincent Capelle, Chief Wiese, Operations Lead Lt. Weber, and Executive Director Edson regarding the work effort for shared and visiting identifications (ID). It was mentioned that coordination between ICI and LA-RICS was ongoing and both agencies were working on encryption issues and rollout procedures for each entity.

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

VIII. ADMINISTRATIVE MATTERS (H – J)

H. APPROVE AMENDMENT NO. 120 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM



Deputy Chief Watson requested the Board's approval to Authorize Director Edson to execute LMR Amendment No. 120 for inclusion of a Change Order in the amount of \$65,364, with MSI for an asset management license renewal until December 31, 2024. Deputy Chief Watson reported this Change Order would be funded by the UASI 2022 grant and/or by California State Budget Act funds of 2022, depending on when work is performed, and the Maximum Contract Sum would increase from \$217,165,114 to \$217,174,751. Deputy Chief Watson further reported renewing the asset management license would allow eight (8) users concurrent access to Information EAM, the Inventory Management and Tracking Systems (IMTS), which would provide detailed insight into the placement and movement of LA-RICS owned equipment and inventory and LA-RICS owned spare equipment and inventory used by MSI. Deputy Chief Watson went on to say, in addition to equipment monitoring, the IMTS also accounted for work orders, including but not limited to, warranty repairs and service history.

Deputy Chief Watson shared the Board would further find that approval of Amendment No. 120 is not subject to California Environmental Quality Act (CEQA) as it is not defined as a project under CEQA.

Additionally, Deputy Chief Watson shared renewal of the asset management license provides SaaS services comprised of technical phone support, bug fixes, product versions, and ongoing operations, and if approved by the Board, the asset management license would be active and valid until December 31, 2024.

Board Member Chris Nigg inquired on how it is determined when work would be performed. Executive Director Edson stated this would be determined by the timetable for processing as one of the funds expires before the other.

Alternate Vice-Chair Inman asked for a motion to approve. Chief Wiese motioned first, seconded by Chief Capelle.

AYES (8): Capelle, Wiese, Nigg, Luke, Inman, Rifenburg, Walczak, Hurt

MOTION APPROVED

I. DELEGATE AUTHORITY TO EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH COMPCOM, LLC FOR CONSULTANT SERVICES TO PROVIDE INFORMATION TECHNOLOGY SERVICES (IT) AS THE IT MANAGER

Executive Director Edson presented Agenda Item I, requesting the Board's approval to authorize the Executive Director to enter Sole Source negotiations with CompCom, LLC, for Consultant Services to provide Information Technology (IT) Services as the IT Manager to fill the vacant IT manager position. Executive Director Edson stated the LMR Agreement with MSI was at its no-cost Warranty



Period which was set to end in November 2024, and that LA-RICS was preparing for long term operations and maintenance of the LMR System as well, as management and oversight of the LMR systems operations requirement which generated the need for an IT Manager. Executive Director Edson further stated the Authority explored multiple options to fill this position, such as canvassing from the PM Team, who previously provided an employee to hold this position as well as seeking candidates from County. Executive Director Edson shared Justin Compito, owner of CompCom, LLC, had extensive knowledge and experience with the LMR System. Executive Director Edson further shared Mr. Compito worked on the LA-RICS project since 2011 in various capacities with the most recent role in assisting Technical Lead Pao in overseeing the LMR System from a technical and engineering perspective to ensure the system operated at a public safety grade level. Executive Director Edson mentioned that, understanding the Authority adopted the County's procurement model in accordance with the County Board of Supervisors Policy 5.100 for Sole Source contracts and Amendments, notification was being made to the Board, as well as to request delegated authority to Executive Director to engage in negotiations for LA-RICS Sole Source Agreement. Executive Director Edson went on to say that with the Board's approval for Item I, the Authority would commence negotiations with CompCom, LLC, and return to the Board for consideration of any proposed agreement along with corresponding scope, terms, conditions, and cost for the consulting services with CompCom, LLC.

Chief Nigg inquired if the need to Sole Source was due to time and urgency. Executive Director Edson stated Sole Source was needed due to time, as the Authority exhausted all other options. Chief Nigg asked if the Authority anticipated any issues with the competitive bidding process from a legal perspective. Executive Director Edson stated the Authority anticipated no issues, and the Authority would closely follow the County's processes on Sole Source negotiations and contract. Alternate Board Member Luke asked if there would be a conflict, and Executive Director Edson confirmed there would be no conflict.

Alternate Vice-Chair Inman asked for a motion to approve. Chief Nigg motioned first, seconded by Chief Wiese.

AYES (8): Capelle, Wiese, Nigg, Luke, Inman, Rifenburg, Walczak, Hurt

MOTION APPROVED

J. APPROVE THIRD PARTY COLLOCATION FEE AND RENT SCHEDULES FOR THIRD PARTY COLLOCATION AT AUTHORITY'S LAND MOBILE RADIO (LMR) SYSTEM SITES

Executive Director Edson presented Agenda Item J requesting the Board's approval of the collocation fee and rent schedules which would establish a pricing structure that can be used to recover the Authority's costs associated with processing and



reviewing applications from third parties who are interested to collocate equipment at/on the Authority's communication facilities, and for third parties to equitably share costs related to maintenance of these facilities. Executive Director Edson mentioned establishing standardized rates for rent and associated fees that are equitable and reflective of market dynamics foster transparency and can be applied systematically and consistently specific to the equipment proposed by third parties for collocation commensurate with beneficial use. Executive Director Edson further mentioned that, upon Board approval, the Authority staff would be able to engage third parties who have expressed an interest to collocate at the Authority's LMR sites, share approved fee schedules and commence SAA negotiations for ultimate consideration and Board approval.

Executive Director Edson reported the Authority hired a consultant in this area to design a process for LA-RICS to be fully transparent and capture costs to process applications and ensure fairness.

Chief Capelle inquired if the collocation fees and rent schedules applied only on LA-RICS towers. Executive Director Edson stated these apply on any tower that LA-RICS have an agreement to sublease Chief Capelle expressed concern on third party interference that would cause a disruption to first responder communications. Executive Director Edson stated there would be protections against interference and there would be engineering that ensures this. Executive Director Edson went on to say that third parties would have to follow their agreement with LA-RICS to ensure they stay within the parameters to prevent future interference, of that will be evaluated before they are approved to go on LA-RICS tower. Executive Director Edson expressed the agreements with third parties would go before the Board for approval.

Alternate Vice-Chair Inman asked for a motion to approve. Chief Capelle motioned first, seconded by Captain Hurt.

AYES (8): Capelle, Wiese, Nigg, Luke, Inman, Rifenburg, Walczak, Hurt

MOTION APPROVED

- IX. ADMINISTRATIVE MATTERS – NONE**
- X. MISCELLANEOUS – NONE**
- XI. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD –**
- XII. CLOSED SESSION REPORT – NONE**



XIII. ADJOURNMENT OF THE REGULAR MEETING AND NEXT REGULAR MEETING

Alternate Vice-Chair Inman stated the next Regular Board Meeting would be held on Thursday, May 2, 2024, at 9:00 a.m., at the County of Los Angeles Sheriff's Department (LASD), ELAC Community College Bureau, 1055 Corporate Center Drive, Monterey Park, CA 91754.

Alternate Vice-Chair Inman called for a motion to adjourn the Regular Meeting at 9:57 a.m. Board Member Hurt made a motioned.

Los Angeles Regional Interoperable Communications System



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

Monthly Report No. 144

May 2, 2024

Submitted April 25, 2024

Reporting Period: 03/21/24 – 04/20/24

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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 for onboarding new entities as well as third party colocation requests
 2. Develop and Implement Policies as determined by the operations contributors.
 3. Discuss network Incident trends and maintenance needs
 4. Permit Compliance
 5. Asset Management
 6. Site access road maintenance and repairs
 7. Procurement of services for maintenance and construction

LMR UPDATES

Site/Civil

- BUR1 and GRM are still running on diesel generators.
 - GRM – LADWP has determined that the existing pole is not structurally sound and needs to be replaced. Additionally, LA-RICS has reached out to the Mayor's office for assistance in resolving the issue of whether LADWP will go under LA-RICS' Right of Entry (ROE) or obtain their own ROE.
 - BUR1 – LA-RICS sent a proposed timeline to SCE, and SCE confirmed their timeline works with LA-RICS' timeline. In addition, SCE has agreed to implement into the design consideration for LA-RICS' CEQA EIR boundary. This is to be accomplished by trenching to the nearby existing transformer saving LA-RICS the cost of a new transformer. Project will complete at the end of December 2024 as previously forecasted.
- Brandow & Johnston Engineers, a subcontractor to Jacobs, has developed specifications for the procurement and installation of the replacement generator and mobile generator at MCI. LACoFD has submitted a Purchase Requisition for a Purchase Order to be issued by ISD. The bid process for installation will begin in October 2024 or sooner if the delivery time for the generators improves.
- Tower demolition at TWR was completed on March 28, 2024. An IFB is being prepared for tower demolition at CPK which will be complete by the 4th Quarter of 2025.
- The insurance company's contractor completed work at TPK on April 18, 2024.

Warranty Services / Oversight

- LA-RICS has reached an agreement on the Change Request (CHG) process, and the process went into effect on April 12, 2024.
- LA-RICS is meeting with the MSI Warranty Services Team on a weekly basis to review and coordinate current and future warranty/service activities.
- MSI presented a schedule to conduct fuel polishing at 34 sites, and they were able to cover 33 of 34 with the exception of the WMP site because the road is inaccessible.

Maintenance Plan

- MSI formally submitted their proposed LMR System Maintenance Plan which will cover the Authority's requirement of fifteen (15) years of maintenance services. The Authority will approve each year of the warranty plan through a unilateral option.
- The Authority and MSI have met multiple times during the month of April to negotiate details of this plan.



**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 2, 2024

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

LMR NETWORK OPERATION STATUS AND ISSUES

The purpose of this discussion item is to update your Board on the LMR Network operation status and issues that may be impacting LA-RICS and/or end users.

TP:mbc



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SCOTT EDSON
EXECUTIVE DIRECTOR

May 2, 2024

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
LA-RICS Board of Directors Meeting	04/04/24
LA-RICS Joint Operations and Technical Ad Hoc Committees	04/11/24
LA-RICS Update Meeting with Metro	04/12/24
LA-RICS Joint Operations and Technical Committee Meeting	04/16/24
Monthly LA-RICS/MOPS/Cal OES/FEMA Conference	04/17/24
Regional Interoperability Working Group	04/18/24
LASD / LAPD communications meeting	04/23/24
LA-RICS Joint Operations and Technical Ad Hoc Committees	04/25/24

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

During the month of April 2024, the Authority staff continued with our Subscriber and Affiliate outreach efforts. We are also coordinating and moving forward with the affiliate radio ID effort with the Interagency Communications Interoperability (ICI) system. Authority staff is

AGENDA ITEM G

working closely with the County of Los Angeles Sheriff's Department (LASD) Communications and Fleet Management Bureau (CFMB) regarding the Los Angeles Regional Tactical Communications Subsystem (LARTCS) and regional interoperability.

The Authority Staff facilitated and attended several Interoperability meetings in the month of April. On April 18, 2024, the Authority staff attended the Urban Area Securities Initiative (UASI) Interoperability working group. During this meeting we discussed an active shooter incident in the Marina Del Rey area that occurred the prior weekend. The incident highlighted the current communications gaps between the systems in the region and the need for implementation of proposed solutions sooner than later. On April 23, 2024, Authority staff facilitated a meeting between Los Angeles Police Department communications managers and the LASD Communications Managers. This meeting was very productive and should lead to better communications between the departments. Two AD-Hoc committee meetings were held in April, and the process is moving along very well.

We are continuing to collect Interoperability requests via the forms that were sent out last year. At this point we have twenty-eight (28) agencies requesting interoperability with LASD. Seventeen (17) agencies have indicated that they have programed the regional Interoperability talk groups. We will continue to work with our partners to further this effort.

Authority staff conducted outreach and coordination with Palos Verdes Estates Police Department, the City of Rancho Palos Verdes, California State Los Angeles Police Department and the University of California, Los Angeles Police Department. Authority staff conducted additional outreach and coordination with the United States Forestry Service, California State University, Dominguez Hills Police Department, and Cerritos College Police Department, as they evaluate their needs and the possibility of moving to our system. 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 continue collaboration 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 2, 2024

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, 2024.

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
AUDITOR-CONTROLLER

CONNIE YEE
CHIEF DEPUTY AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

MAJIDA ADNAN
ROBERT G. CAMPBELL

April 11, 2024

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

Dear Mr. Edson:

Attached is the Statement of Receipts and Disbursements for the AT&T Business Agreement Fund for Public Safety Broadband Network (PSBN) for the quarter ended March 31, 2024.

If you have any questions, please contact Jung Son at (213) 974-8327 or via e-mail at jeson@auditor.lacounty.gov.

Very truly yours,

Oscar Valdez
Auditor-Controller

Rachelle
Anema

Digitally signed by
Rachelle Anema
Date: 2024.04.11
12:53:06 -07'00'

Rachelle Anema
Division Chief

OV:CY:RA:EW:JS:ES:kl

H:\Special Funds\Special Funds Unit\AUDITS\JPA\LA-RICS\LARICS FY23-24 Audit\Quarterly Reports\Quarter 3\FY2024 V5A
Quarterly Report 03-31-24.docx

Attachment

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“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, 2024 through March 31, 2024

		<u>Fund V5A</u>
Cash Balance, as of January 1, 2024		\$ 395,216.22
<u>Description</u>	<u>Record Date</u>	<u>Amount</u>
Receipts:		
INTEREST ALLOCATION FOR THE MONTH ENDING December 31, 2023	01/01/24	\$ 1,254.84
INTEREST ALLOCATION FOR THE MONTH ENDING January 31, 2024	02/01/24	1,457.89
INTEREST ALLOCATION FOR THE MONTH ENDING February 29, 2024	03/01/24	1,023.48
Subtotal - Interest Income		3,736.21
Total Receipts		3,736.21
Total Beginning Cash Balance and Receipts		398,952.43
Disbursements:		
FY23/24-CC06 COUNTY LA-RICS-COUNTY COUNSEL	01/03/24	1,966.77
FY23/24-CC07 COUNTY LA-RICS-COUNTY COUNSEL	01/05/24	37,768.14
FY23/24-CC10 COUNTY LA-RICS-COUNTY COUNSEL	03/18/24	151.29
Subtotal - Unit 55902 - Member Funded JPA Operations Costs		39,886.20
Total Disbursements		39,886.20
Ending Cash Balance, March 31, 2024		\$ 359,066.23

Prepared by Los Angeles County Department of Auditor-Controller, Accounting Division
 KL 04/05/2024



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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SCOTT EDSON
EXECUTIVE DIRECTOR

May 2, 2024

To: LA-RICS Authority Board of Directors

From: Scott Edson 
Executive Director

QUARTERLY REPORT GOVERNMENTAL SERVICES USES

On May 4, 2023, your Board delegated authority to the Executive Director to enlist assistance of the County of Los Angeles and other governmental agencies to perform various services that may be needed by the Authority at Land Mobile Radio (LMR) sites for an aggregate not-to-exceed amount of \$325,000. Your Board also required quarterly reports documenting expenditures incurred under this delegation. The purpose of this discussion item is to update your Board on the expenditures incurred to date for various services required at LMR System Sites and performed by governmental agencies as of quarter ending March 31, 2024.

The year-to-date expenditures as of quarter ending March 31, 2024, equal total of \$293,855 for various services at LMR Sites including fuel charges, generator rental, road repair services, etc. The remaining balance is \$31,145 out of the not-to-exceed amount of \$325,000.

Quarterly Report Governmental Services Uses

Original Amount (Not To Exceed \$325,000)	YTD Expenditures	Remaining Balance
\$ 325,000	\$ 293,855	\$ 31,145

GS:mbc



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COMMUNICATIONS SYSTEM AUTHORITY**

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SCOTT EDSON
EXECUTIVE DIRECTOR

May 2, 2024

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

Dear Directors:

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS REPORT FOR THE
FISCAL YEAR ENDING JUNE 30, 2023 – BCA Watson Rice LLP**

SUBJECT

The purpose of this discussion item is to provide your Board with Financial Statements and Independent Auditor's Report for the year ending June 30, 2023.

RECOMMENDED ACTION

It is recommended that your Board receive the auditor's report for the year ending June 30, 2023.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Edson", is written over a light blue circular stamp.

SCOTT EDSON
EXECUTIVE DIRECTOR

Enclosure

c: Counsel to the Authority

AGENDA ITEM J

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT**

For the Year Ended June 30,2023



2355 Crenshaw Blvd. Suite 150 Torrance, CA 90501
t: (310) 792-4640 f: (310) 792-4140

AGENDA ITEM J - ENCLOSURE

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT
FOR THE YEAR ENDED JUNE 30, 2023**

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**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**
FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2023

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2023, and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements as listed in the Table of Contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Authority as of June 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4-7 and 24-25 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial

statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

BCA Watson Rice, LLP

Torrance, California
March 27, 2024

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2023**

The Management's Discussion and Analysis (MD&A) of the financial activities of the Los Angeles Regional Interoperable Communications System Authority (Authority or LA-RICS) provides a narrative overview of the Authority's financial activities for the fiscal year ended June 30, 2023. Please read it in conjunction with the accompanying basic financial statements, footnotes, and supplementary information.

Financial Highlights

- During the current year, the Authority's assets totaled \$217,054,902. Cash and Investments deposited in the County Treasury Pool totaled \$41,519,913.
- Program revenues totaled \$23,033,490 and mainly consisted of state grant in the amount of \$18,600,000, federal grants in the amount of \$4,091,429 and communication services of \$342,061.
- The Authority has a cash operating loan balance totaling \$28,000,000 from the County of Los Angeles (County) for the funding of start-up and operational costs. The loan bears no interest and has no definite repayment schedule.
- As of June 30, 2023, the Authority had \$168,130,943 in Capital Assets consisting of telecommunication equipment under construction valued at \$168,130,943.

Overview of Financial Statements

This discussion and analysis are intended to serve as an introduction to the Authority's basic financial statements, which are comprised of the following three components:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

This report also includes other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Authority's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all Authority assets reduced by liabilities, which represent net position. Over time, increases and decreases in net position may serve as an indicator of whether the financial position of the Authority is improving or deteriorating.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2023**

The Statement of Activities presents information that indicates how the Authority's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying events giving rise to the changes occur, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported in these statements for some items that affect cash flows in future periods, i.e., accrued but unpaid contract and professional fees.

The government-wide financial statements report the following different types of programs or activities:

Governmental Activities – All of the Authority's programs during fiscal year 2022-2023 are reported under this category.

Business-type Activities – The Authority had no business-type activities during fiscal year 2022-2023.

Fund Financial Statements

The fund financial statements contain information regarding major individual funds. A fund is a fiscal and accounting entity with a balanced set of accounts. The Authority uses separate funds to ensure compliance with fiscal and legal requirements. The Authority's funds are all classified as governmental funds during fiscal year 2022-2023.

Governmental Funds - These funds are used to account for essentially the same services that were previously described as governmental activities above. However, the fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Authority's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Authority's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and the fund financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report presents certain required supplementary schedules in the format of the basic financial statements, showing the activity for each fund.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2023**

Financial Statement Analysis

During fiscal year 2022-2023, operating revenues decreased by \$12.5 million and operating expenditures decreased by \$21.9 million. Federal grant revenue decreased by \$30.9 million, and communication services decreased by \$0.95 million. Capital expenditures of telecommunication equipment decreased by \$20.8 million and consultants' services expenditures decreased by \$1.2 million.

Capital Assets

During fiscal year 2022-2023, the Authority continued building the Land Mobile Radio (LMR) System and purchased equipment that will eventually be used to operate and support the LMR System. As of June 30, 2023, the Authority had capital assets in the form of telecommunication equipment under construction valued at \$168,130,943.

Debt Administration

The County provided the Authority a cash operating loan for the funding of start-up and operational costs until a long-term funding plan is adopted by the Authority members. This loan bears no interest and has no definite repayment schedule. As of June 30, 2023, the Authority's loan payable balance was \$28,000,000, unchanged from June 30, 2022.

Economic Factors

The following LA-RICS activity is anticipated for fiscal year 2023-2024 as well as all other grants funding:

- **Status of LMR System**

The LMR System contract was executed in August 2013 with Motorola Solutions, Inc. (MSI) and work began in September 2013. The Final System Acceptance was successfully completed on November 17, 2023. The Final System Acceptance is an accumulation of various Provisional Subsystem Acceptances and other contractual required deliverables submitted by MSI, concluding that most of the work in Phases one (1) through four (4) of the LMR project has been completed. The Authority is on track with successful close out of grant spending out of Urban Areas Security Initiative (UASI) 22 (\$11,688,338), UASI 23 (\$3,311,662), State Homeland Security Program 24 (\$1,120,000) and successfully closed out the grant spending of State Homeland Security Grant Program (SHSGP) 22 (\$3,520,000), and SHSGP 23 (\$1,760,000).

LA-RICS requested Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (CalOES) assistance in re-affirming the Los Angeles / Long Beach Urban Area Security Approval Authority's (AA) commitment to achieving regional interoperability and ensuring LA-RICS is funded through the first year of Warranty. The AA voted to allocate \$1,000,000 for Operations and Maintenance (O&M) as well as \$2,400,000 for the Regional Connectivity in UASI 24.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**MANAGEMENT’S DISCUSSION AND ANALYSIS (UNAUDITED)
For the Year Ended June 30, 2023**

During fiscal year 2023-2024, the State of California Budget Act of 2022 funds continued to be utilized to pay for certain costs supporting and operating the LMR System, including but not limited to costs relating to capital outlay, optimization and corresponding staff support.

On February 1, 2024, the Board delegated authority to LA-RICS’ Executive Director Edson to enter into User Agreements with agencies interested in using the LMR System as either a Subscriber or Affiliate. The Subscribers who desire to utilize the LMR System for their primary radio communications will pay \$20 per device which can include radios, consoles, consolettes, modems, and other equipment (collectively “Radios”) starting July 1, 2024.

Contacting the Authority’s Financial Management

This financial report is designed to provide our citizens and other interested parties with a general overview of the Authority’s finances and to demonstrate the Authority’s accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the County of Los Angeles, Department of Auditor-Controller, 500 West Temple Street, Room 525, Los Angeles, CA 90012.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF NET POSITION
June 30, 2023

ASSETS

Current Assets:

Cash and investments (Note 3)	\$ 41,519,913
Interest receivable	423,402
Accounts receivable (Note 4)	6,524,364
Prepaid expenses	131,917
Total Current Assets	<u>48,599,596</u>

Noncurrent Assets:

Right-to-use leased building, net of accumulated amortization	324,363
Capital assets, net of accumulated depreciation:	
Construction in progress	168,130,943
Total Noncurrent Assets	<u>168,455,306</u>

TOTAL ASSETS 217,054,902

LIABILITIES

Current Liabilities:

Accounts payable (Note 6)	1,081,538
Loan payable (Note 7)	28,000,000
Lease liability - due within one year (Note 9)	337,272
Total Current Liabilities	<u>29,418,810</u>

TOTAL LIABILITIES 29,418,810

DEFERRED INFLOW OF RESOURCES

Deferred revenue (Note 8)	<u>3,349,687</u>
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NET POSITION

Net investment in capital assets	168,130,943
Unrestricted	16,155,462
TOTAL NET POSITION	<u>\$ 184,286,405</u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2023

	<u>Expenses</u>	<u>Program Revenues Capital Grants and Contributions</u>	<u>Net (Expense) Revenue and Change in Net Position Governmental Activities</u>
<u>Functions/Programs</u>			
Governmental activities - Interoperable communications and safety programs	\$ 10,157,118	\$ 23,033,490	\$ 12,876,372
Total	<u>\$ 10,157,118</u>	<u>\$ 23,033,490</u>	<u>12,876,372</u>
General revenues:			
Investment income			916,540
Others			<u>17,782</u>
Total general revenues (loss)			<u>934,322</u>
Change in net position			13,810,694
Net position, July 1, 2022			<u>170,475,711</u>
Net position, June 30, 2023			<u>\$ 184,286,405</u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

BALANCE SHEET
June 30, 2023

ASSETS

Cash and investments (Note 3)	\$ 41,519,913
Interest receivable	423,402
Accounts receivable (Note 5)	6,524,364
Prepaid expense	<u>131,917</u>
 Total Assets	 <u>\$ 48,599,596</u>

LIABILITIES

Accounts payable (Note 6)	\$ 1,081,538
Loans payable (Note 7)	<u>28,000,000</u>
Total Liabilities	<u>29,081,538</u>

DEFERRED INFLOW OF RESOURCES

Deferred revenue (Note 8)	<u>3,349,687</u>
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FUND BALANCE

Unassigned	<u>16,168,371</u>
Total Fund Balance	<u>16,168,371</u>

Total Liabilities, Deferred Inflow of Resources and Fund Balance	<u>\$ 48,599,596</u>
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See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE
GOVERNMENTAL ACTIVITIES STATEMENT OF NET POSITION

June 30, 2023

Fund balance - Governmental Fund (page 10)	\$ 16,168,371
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.	168,130,943
Right-to-use leased building in governmental activities is not current financial resources and therefore not reported in the governmental funds balance sheet.	324,363
Lease liability is not due and payable in the current period and accordingly not reported as governmental funds liability.	(337,272)
Net Position of Governmental Activities (page 9)	<u>\$184,286,405</u>

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE
For the Year Ended June 30, 2023

Revenues

Federal grants	\$ 4,091,429
State-Other	18,600,000
Communication services	342,061
Investment income	916,540
Others	17,782
Total revenues	23,967,812

Expenditures

Current:

Consultants' services	4,918,602
County department services	3,979,110
Utilities	415,575
Rentals	248,929
Insurance	121,736
Security services	52,702
Professional fees	26,482
Permit and license fees	20,368
Travel and transportation	2,339
Miscellaneous	13,956
Capital outlay - telecommunication equipment	153,932
Total expenditures	9,953,731

Excess of revenues over expenditures 14,014,081

Fund balance, July 1, 2022 2,154,290

Fund balance, June 30, 2023 \$ 16,168,371

See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCE TO THE
GOVERNMENTAL STATEMENT OF ACTIVITIES

June 30, 2023

Net Change in Fund Balance (page 12)	\$ 14,014,081
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlay as expenditures. However, in the government-wide statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. Additions to capital assets amounted to \$153,932 in the current period.	153,932
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Governmental funds report rental on building as expenditures. However, in the government-wide statement of activities, these expenditures is capitalized over the life of the rent.	248,929
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Depreciation expenses on capital assets is reported in the government-wide statement of activities, but does not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in governmental funds.	(352,454)
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Interest expenses on Lease liability is reported in the government-wide statement of activities, but does not require the use of current financial resources. Therefore, interest expense is not reported as expenditures in governmental funds.	(10,522)
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Amortization on the right-to-use leased building is reported in the government-wide statement of activities, but does not require the use of current financial resources. Thus, amortization expense is not reported as expenditures in governmental funds.	(243,272)
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Change in Net Position of Governmental Activities (page 9)	\$ 13,810,694
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See accompanying notes to the basic financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2023

NOTE 1 – REPORTING ENTITY

The Authority, a separate public entity, was created in May 2009 through a Joint Powers Agreement (JPA) between the County, the City of Los Angeles, and eighty-five (85) other public agencies located in the greater Los Angeles area. The Authority was created to exercise the powers shared in common by its members to engage in regional and cooperative planning and coordination of the governmental services to establish a wide-area interoperable public safety communications network.

The composition of the JPA has changed since inception. During fiscal year 2022-2023, the Authority was governed by a ten (10) member Board of Directors (Board) which served without compensation. The 10 Board members consisted of the following:

1. County of Los Angeles, Chief Executive Officer
2. County of Los Angeles, Fire Chief
3. County of Los Angeles, Sheriff
4. County of Los Angeles, Department of Health Services Director
5. Los Angeles Area Fire Chief Association
6. Los Angeles County Police Chiefs Association
7. California Contract Cities Association
8. City of Inglewood (At Large)
9. City of Covina, Police Chief (At Large)
10. City of La Verne (At Large)

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basic Financial Statements

In accordance with Governmental Accounting Standards Board (GASB) Statement No. 34, the basic financial statements consist of the following:

- Government-wide financial statements;
- Fund financial statements; and
- Notes to the basic financial statements.

Government-wide Financial Statements

The statement of net position and statement of activities display the financial activities of the Authority. These statements present the governmental activities of the Authority.

The statement of activities presents a comparison between direct expenses and program revenues for the Authority's governmental activities. Direct expenses are those that are specifically associated with a program and, therefore, are clearly identifiable to a particular program. Program revenues include capital grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented instead as general revenues.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-wide Financial Statements (Continued)

Net position is classified into the following three components: 1) net investment in capital assets; 2) restricted; and 3) unrestricted. At June 30, 2023, the net investment in capital assets balance was \$168,130,943, and the unrestricted net position was \$16,155,462. There was no restricted net position balance at June 30, 2023.

Fund Financial Statements

The accounts of the Authority are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related liabilities, obligations, reserves and equity segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. Government resources are allocated to and for individual funds based on the purpose for which they are spent and means by which spending activities are controlled.

The Authority's General Fund is available for any authorized purpose and is used to account for and report all financial resources not accounted for and reported in another fund. Funding comes primarily from federal grants through the Department of Homeland Security.

Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

The General Fund is accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred.

Capital Assets

Capital assets, consisting primarily of telecommunication equipment, are defined as assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost when purchased or constructed. Costs include labor, materials, interest during construction, retirement plan contribution and other fringe benefits. Donated assets are reported at acquisition value rather than estimated fair market value at the date of donation.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets (Continued)

The cost of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized. Capital assets other than land are depreciated using the straight-line method over the estimated useful lives of the assets.

Lease

The Authority is a lessee of a noncancellable lease of building office space. The Authority recognizes a lease liability and an intangible right-to-use lease asset in the government-wide financial statements. The Authority recognizes lease liabilities for leases with an initial value or \$5,000 or more.

At the commencement of a lease, the Authority initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain indirect costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or its useful life.

Key estimates and judgments related to leases include how the Authority determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The Authority uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Authority generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and the purchase option price that the Authority is reasonably certain to exercise. The Authority monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Right-to-use leased building and lease liability are reported separately on the Statement of Net Position.

Fund Balances

In the fund financial statements, the governmental funds report the classification of fund balance in accordance with GASB Statement No. 54 “Fund Balance Reporting and Governmental Fund Type Definitions.” The reported fund balances are categorized as nonspendable, restricted, committed, assigned, or unassigned based on the extent to which the Authority is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Nonspendable Fund Balance – amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash, for example: inventories and long-term notes receivable.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Balances (Continued)

Restricted Fund Balance – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Restrictions may effectively be changed or lifted only by changing the condition of the constraint.

Committed Fund Balance – amounts that can only be used for the specific purposes determined by a formal action of the Authority’s highest level of decision-making authority, the Authority’s Board. Commitments may be changed or lifted only by the Authority taking the same formal action that imposed the constraint originally. The underlying action that imposed the limitation needs to occur no later than the close of the fiscal year.

Assigned Fund Balance – amounts intended to be used by the Authority for specific purposes that are neither restricted nor committed. The intent can be established at either the highest level of decision making, or by a body or an official designated for that purpose.

Unassigned Fund Balance – the residual classification for the Authority’s General Fund that includes amounts not contained in other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Authority’s Board establishes, modifies, or rescinds fund balance commitments and assignments through the adoption of the budget and subsequent amendments that occur throughout the fiscal year.

In circumstances when an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, committed, assigned, and unassigned.

Revenue

Recognition of revenues arising from non-exchange transactions, which include revenues from grants and contributions, is based on the primary characteristic from which the revenues are received by the Authority. Grant funds are considered earned to the extent of expenditures made under the provisions of the grants.

Deferred inflow of resources arises when potential revenues do not meet both the measurable and availability criteria for recognition in the current period. Deferred inflow of resources also arises when the Authority receives resources before it has a legal claim to them, as when grant monies are received prior to the incurrence of qualified expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the Authority has a legal claim to the resources, the liability for deferred inflow of resources is removed from the balance sheet and revenue is recognized.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2023

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates.

New Pronouncements Issued and Implemented

The following GASB Statements have been implemented in the current basic financial statements.

GASB Statement No. 94 - Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements, improves financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Some PPPs meet the definition of a service concession arrangement, which the Board defines in this statement as a PPP in which (1) the operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement. This statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). As defined in this statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction. The statement is effective for reporting periods beginning after June 15, 2022. This statement did not have an impact on the Authority's financial statements.

GASB Statement No. 96 - Statement No. 96, Subscription-Based Information Technology Arrangements, provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs). This statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. This statement is effective for fiscal years beginning after June 15, 2022. This statement did not have an impact on the Authority's financial statements.

GASB Statement No. 99 - Statement No. 99, Omnibus 2022, enhances comparability in accounting and financial reporting and improves the consistency of authoritative literature by addressing (1) practice issues that have been identified during the implementation and application of certain GASB Statements and (2) accounting and financial reporting for financial guarantees. GASB Statement No. 99, paragraphs 11-25 were effective for reporting periods beginning after June 15, 2022. This statement did not have an impact on the Authority's financial statements.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2023

NOTE 3 - CASH AND INVESTMENTS

The Authority's cash and investments are pooled and invested by the County Treasurer and Tax Collector (Treasurer) and are subject to withdrawal from the pool upon demand. The Authority's share in this pool is displayed in the accompanying financial statements as cash and investments. Investment income earned by the pooled investments is allocated to the various funds based on the fund's average cash and investment balance, as provided by the California Government Code Section 53647. The Authority's cash and investment balance as of June 30, 2023 is \$41,519,913.

California Government Code Sections 53601 and 53635 authorize the Treasurer to invest the External investment Pool (Pool) and Specific Purpose Investment funds in obligations of the United States Treasury, federal agencies, municipalities, asset-backed securities, bankers' acceptances, commercial paper, negotiable certificates of deposit, medium-term notes, corporate notes, repurchase agreements, reverse repurchase agreements, forwards, futures, options, shares of beneficial interest of a JPA that invests in authorized securities, shares of beneficial interest issued by diversified management companies known as money market mutual funds registered with the Securities and Exchange Commission, securities lending agreements, the State of California's Local Agency Investment Fund, and supranational institutions. California Government Code Section 53534 authorizes the Treasurer to enter into interest rate swap agreements. However, these agreements should only be used in conjunction with the sale of the bonds approved by the Board of Supervisors. As permitted by the California Government Code, the Treasurer developed, and the Board adopted, an investment Policy that further defines and restricts the limits within which the Treasurer may invest. The investments are managed by the Treasurer, which reports investment activity to the Board of Supervisors on a monthly basis. In addition, the Treasurer's investment activity is subject to an annual investment policy review, compliance oversight, quarterly financial review, and annual financial reporting. The Treasurer also maintains Other Specific Investments, which are invested pursuant to Section 1300.76.1, Title 28, California Code of Regulations. The County has not provided nor obtained any legally binding guarantees during the year ended June 30, 2023 to support the value of shares in the Pool.

Investments are stated at fair value and are valued on a monthly basis. The Treasurer categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified in Level 2 of the fair value hierarchy are valued using other observable inputs such as matrix pricing techniques or based on quoted prices for assets in markets that are not active. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Level 3 inputs are significant unobservable inputs. Securities classified in Level 3 are valued using the income approach such as discounted cash flow techniques. Investment in an external government investment pool is not subject to reporting within the level hierarchy.

Investment policies and associated risk factors applicable to the Authority are included in the County's Annual Comprehensive Financial Report for the year ended June 30, 2023. Detailed deposit and investment risk disclosures are included in Note 4 of the County's Annual Comprehensive Financial Report.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2023

NOTE 4 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2023 in the amount of \$6,524,364, represents \$6,509,535 receivable from the Department of Homeland Security for allowable UASI, \$2,968 receivables for public safety broadband network with AT&T, and \$11,861 for Business Agreement services with AT&T.

NOTE 5 – CAPITAL ASSETS

Capital assets as of June 30, 2023 consist of the following:

	Balance at June 30, 2022	Increases	Decreases	Balance at June 30, 2023
Governmental activities:				
Capital assets, being depreciated:				
Telecommunication equipment	\$ 2,081,707	\$ -	\$ -	\$ 2,081,707
Office furniture and fixtures	193,683	-	-	193,683
Total	<u>2,275,390</u>	<u>-</u>	<u>-</u>	<u>2,275,390</u>
Less, accumulated depreciation for:				
Telecommunication equipment	(1,734,753)	(346,954)	-	(2,081,707)
Office furniture and fixture	(188,183)	(5,500)	-	(193,683)
	<u>(1,922,936)</u>	<u>(352,454)</u>	<u>-</u>	<u>(2,275,390)</u>
Total capital assets, being depreciated	<u>352,454</u>	<u>(352,454)</u>	<u>-</u>	<u>-</u>
Capital assets, not being depreciated:				
Construction in progress-telecommunication equipment	167,977,011	153,932	-	168,130,943
Total capital assets, not being depreciated	<u>167,977,011</u>	<u>153,932</u>	<u>-</u>	<u>168,130,943</u>
Governmental activities capital assets, net	<u>\$ 168,329,465</u>	<u>\$ (198,522)</u>	<u>\$ -</u>	<u>\$ 168,130,943</u>

Depreciation expense for the government activities during fiscal year 2022-2023 was \$352,454.

NOTE 6 – ACCOUNTS PAYABLE

Accounts payable as of June 30, 2023 in the amount of \$1,081,538 represents accruals of vendors' invoices not yet paid as of that date.

NOTE 7 – LOANS PAYABLE

The initial funding of the Authority's start-up and operational costs was provided through a cash operating loan from the County. This loan bears no interest and has no definite repayment schedule. The balance of this loan as of June 30, 2023 was \$28,000,000.

NOTE 8 – DEFERRED INFLOW OF RESOURCES

Deferred inflow of resources consists of deferred revenue as of June 30, 2023 in the amount of \$3,349,687 which represents UASI program expenditures. These program expenditures have not yet been submitted for reimbursement with the funding agency.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2023

NOTE 9 – LEASE LIABILITY

The Authority leases 8,335 square feet of office space in a building located in Monterey Park, California. The non-cancellable lease agreement was for seven (7) years commencing on October 15, 2014.

On October 12, 2021, the Authority renewed the term of the lease for a period of thirty-six (36) months, beginning November 2, 2021, and ending October 31, 2024. An initial lease liability was recorded in the amount of \$729,818 for this lease. As of June 30, 2023, the total value of the lease liability was \$337,272 and the total value of the right-to-use leased building was \$324,363, net of accumulated amortization of \$405,455.

As of June 30, 2023, future minimum payments of the lease are as follows:

Year Ending June 30,	Principal	Interest	Total
2024	\$ 251,372	\$ 5,026	\$ 256,398
2025	85,901	403	86,304
	<u>\$ 337,273</u>	<u>\$ 5,429</u>	<u>\$ 324,702</u>

NOTE 10 – CONTINGENT LIABILITIES

The Authority is aware of potential claims that may be filed against them. The outcome of these matters is not presently determinable, but the resolution of these matters is not expected to have a significant impact on the financial condition of the Authority.

NOTE 11 – SUBSEQUENT EVENTS

In preparing these financial statements, the Authority has evaluated events subsequent to June 30, 2023 to assess the need for potential recognition or disclosure in the financial statements. Such events were evaluated through March 27, 2024 the date the financial statements were available to be issued. It was determined that no subsequent events occurred that require recognition or additional disclosure in the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL (UNAUDITED)
FOR THE YEAR ENDED JUNE 30, 2023

	Budget Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues:				
Federal grants	\$ 23,653,000	\$ 23,653,000	\$ 4,091,429	\$(19,561,571)
State-Other	944,000	944,000	18,600,000	17,656,000
Communication services	4,080,000	4,080,000	342,061	(3,737,939)
Interest income	-	-	916,540	916,540
Others	-	-	17,782	17,782
Total revenue	<u>28,677,000</u>	<u>28,677,000</u>	<u>23,967,812</u>	<u>(4,709,188)</u>
Expenditures:				
Consultant's services and telecommunication equipment:				
Consultant's services	21,976,000	21,976,000	4,918,602	17,057,398
Capital expenditures - telecommunication equipment	-	-	153,932	(153,932)
Total consultant's services and telecommunication equipment	<u>21,976,000</u>	<u>21,976,000</u>	<u>5,072,534</u>	<u>16,903,466</u>
County department services	5,427,000	5,427,000	3,979,110	1,447,890
Building rentals	299,666	299,666	248,929	50,737
Insurance premiums	370,000	370,000	121,736	248,264
Professional fees	36,334	36,334	26,482	9,852
Travel and training	58,000	58,000	2,339	55,661
Miscellaneous	510,000	510,000	502,601	7,399
Total expenditures	<u>28,677,000</u>	<u>28,677,000</u>	<u>9,953,731</u>	<u>18,723,269</u>
Excess of revenues over expenditures	-	-	14,014,081	14,014,081
Fund balance , July 1, 2022	-	-	2,154,290	2,154,290
Fund balance, June 30, 2023	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 16,168,371</u>	<u>\$ 16,168,371</u>

See accompanying notes to the required supplementary information.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2023

BUDGETARY DATA

The Authority adopts an annual budget on a basis consistent with accounting principles generally accepted in the United States of America and utilizes an encumbrance system as a management control technique to assist in controlling expenditures and enforcing revenue provisions. Under this system, the current year expenditures are charged against appropriations. Accordingly, actual revenues and expenditures can be compared with related budget amounts without any significant reconciling items.

AUDIT OF FEDERAL AWARDS PROGRAMS



2355 Crenshaw Blvd. Suite 150
Torrance, CA 90501

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Los Angeles Regional Interoperable Communications System Authority (Authority) as of and for the year ended June 30, 2023 and the related notes to the financial statements and have issued our report thereon dated March 27, 2024.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance.

BCA Watson Rice, LLP

Torrance, California
March 27, 2024



2355 Crenshaw Blvd. Suite 150
Torrance, CA 90501

Telephone: 310.792.4640
Facsimile: 310.792.4331
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**INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors of
The Los Angeles Regional Interoperable Communications System Authority

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Los Angeles Regional Interoperable Communication System Authority’s (Authority) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Authority major federal program for the year ended June 30, 2023. The Authority major federal program is identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor’s Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority’s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control*

over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

BCA Watson Rice, LLP

Torrance, CA
March 27, 2024

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2023

Federal Grantor/Pass-Through Grantor / Program Title	Assistance Listing Number	Award/Pass- through Identification Number	Total Expenditures
FEDERAL			
U.S. Department of Homeland Security			
<i>Passed through the City of Los Angeles</i>			
Homeland Security Grant Program - 2021	97.067	C-141072	\$ 1,835,890
Homeland Security Grant Program - 2022	97.067	C-143439	2,255,539
Total Federal Expenditures			<u>\$ 4,091,429</u>

See accompanying notes to the schedule of expenditures of federal awards.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2023

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Los Angeles Regional Interoperable Communications System Authority and is presented using the modified accrual basis of accounting. The information in this schedule is presented in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). The Authority has elected not to use the 10% de minimis indirect cost rate as covered in §200.414 Indirect (F&A) costs. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

NOTE 2 – SUBRECIPIENTS

The Authority has no sub-recipients for the year ended June 30, 2023.

NOTE 3 – RELATIONSHIP TO THE BASIC FINANCIAL STATEMENTS

Amounts reported in the accompanying Schedule agree to amounts reported within the Authority's basic financial statements.

NOTE 4 – CONTINGENCIES

Under the terms of federal grants, additional audits may be requested by the grantor agencies and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to a request for reimbursement to the grantor agencies.

**THE LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2023**

SECTION I – SUMMARY OF AUDITOR’S RESULTS

A - Financial Statements

- | | |
|---|---------------|
| 1) Type of auditor’s report issued: | Unmodified |
| 2) Internal control over financial reporting: | |
| a) Material weakness(es) identified? | No |
| b) Significant deficiency(ies) identified not considered to be material weaknesses? | None reported |
| 3) Noncompliance material to financial statements noted? | No |

B - Federal Awards

- | | |
|---|---------------|
| 1) Type of auditor’s report issued on compliance for major programs: | Unmodified |
| 2) Internal control over major programs: | |
| a) Material weakness(es) identified? | No |
| b) Significant deficiency(ies) identified not considered material weakness(es)? | None reported |
| 3) Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | No |

**LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2023

SECTION I – SUMMARY OF AUDITOR’S RESULTS (Continued)

B - Federal Awards (Continued)

4) Identification of major program:

Assistance Listing Number	Name of Federal Program
97.067	Homeland Security Grant Program - 2021 Homeland Security Grant Program - 2022

5) Dollar threshold used to distinguish between
Type A and Type B programs: \$750,000

6) Auditee qualified as low-risk auditee? Yes

SECTION II – FINANCIAL STATEMENT FINDINGS

None reported.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported.

SECTION IV – PRIOR YEAR FINDINGS AND QUESTIONED COSTS

None reported.



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 2, 2024

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

Dear Directors:

ACCEPT 2023 URBAN AREAS SECURITY INITIATIVE (UASI) FUNDS

SUBJECT

Board approval is requested to accept the LA-RICS Project's allocation of the 2023 Urban Areas Security Initiative (UASI) funds.

RECOMMENDED ACTION

It is recommended that your Board:

1. Accept \$3,311,662 in grant funds from the Fiscal Year 2023 UASI funds as distributed through the California Office of Emergency Services (Cal OES); and
2. Authorize the Executive Director to execute the enclosed 2023 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 '23 grants include Land Mobile Radio project management, as well as certain Phase 5 work.

AGENDA ITEM K

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 2023 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

City of Los Angeles Contract Number _____

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EXHIBITS

- Exhibit A DHS Standard Conditions
- Exhibit B 2023 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) 2023 Urban Area Security Initiative Grant Program FAIN #EMW-2023-SS-00042, CFDA #97.067, Federal Award Date September 1, 2023, having a period of performance from September 1, 2023 through May 31, 2026. 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 \$53,932,030.00.

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: **\$ 3,311,662**

Subaward Period of Performance (“Term”): **September 1, 2023 to May 31, 2026**

Match Requirement: **None**

Subrecipient Identifier: _____

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: Brian K. Williams, 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) 978-0687
Email: brian.k.williams@lacity.org

Party: Los Angeles Regional Interoperable
Communications System Authority (“LA-
RICS”)
Authorized Representative: Scott Edson
Authorized Department: Los Angeles Regional Interoperable
Communications System Authority (“LA-
RICS”)
Address, Phone, Fax, E-mail: 2525 Corporate Place Suite 100
Monterey Park, CA 91754,
Email: Scott.Edson@la-rics.org

Copy to 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. # 23-0690, _____).

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 2023 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2023 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**), (3) FEMA Information Bulletins ("IB"), (4) CalOES 2023 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2023 Standard Assurances for 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 provide supporting documentation 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 debaring 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 to 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 23 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. 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, 200.471, and Appendix II to 2 C.F.R. Part 200. 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 § 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005 ensuring “the future is made in all of America by all of America’s Workers.” This provision requires that “all of the iron, steel, manufactured products, and construction materials” used in the project are produced in the United States.
- Z. Subrecipients shall ensure and maintain the adoption and implementation of the National Incident Management System (NIMS) to prevent, protect against, mitigate, respond to and recover from incidents.

- AA. Subrecipient shall comply with the National Cybersecurity Review (NCSR) assessment designed to measure gaps and capabilities of state, local, tribal, territorial, nonprofit, and private sector agencies' cybersecurity programs. Additional information may be found in IB 439 and 429a

§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. Subrecipients may consider the use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines.
- H. 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.

I. 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.
9. Threat Hazard Identification and Risk Assessment requirement is to be submitted every three years also an annual capability assessment will still be required.

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.

J. 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).

K. 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 Inspectors 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.

L. 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.

M. 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.

N. 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 _____</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____</p> <p>Date _____</p>	<p>[SEAL]</p>

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: C.F. #23-0690; Date of Approval: _____
 City Contract Number: _____

EXHIBIT A

FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. 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 2023 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

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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>. DHS Civil Rights Evaluation Tool | Homeland Security

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

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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. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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XIV. 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.

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>.

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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

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

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) 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;

(2) 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

(3) 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. As such, 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.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

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XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

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:



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (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) The 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.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (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 principle 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;



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- (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 (4)(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 et seq.), 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)—



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

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;
- (k) Department of Homeland Security (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 §§ 12940-12957), 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.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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.); and



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

(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 section 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.

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 2 C.F.R., 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,



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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 seq.) 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)



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

- 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.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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 §7920.000 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.



Standard Assurances

For Cal OES Federal Non-Disaster Grant Programs

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of United States 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 United States 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.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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 United States 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.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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;



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

- (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.

40. Advancing Effective, Accountable Policing and Criminal Justice Practice to Enhance Public Trust and Public Safety

The Applicant must comply with the requirements of section 12(c) of Executive Order 14074. The Applicant is also encouraged to adopt and enforce policies consistent with Executive Order 14074 to support safe and effective policing.



Standard Assurances For Cal OES Federal Non-Disaster Grant Programs

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 DHS Standard Terms and Conditions 2023, Version 2, 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

Line #					Project Information									
National Priority	Project Letter	Item #	Sub-Line #	Mayor's Office ID #	IJ	Jurisdiction	Department	Project Title	Funding Source	Disc	Solution	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated
	A	1	6	2	IJ-1	LA-RICS	JPA	LA-RICS LMR System	HSGP-UASI	PSC	Planning	Interoperable Communications Equipment		\$ 3,311,662.00
														\$ 3,311,662.00

AGENDA ITEM K - ENCLOSURE

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
<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	\$ -		Equipment Ledger		EHP	
Revised Amount	\$ -		Training Ledger		Sole Source	
Amendment Y/N?			Organization Ledger		EOC	
25% Increase	\$ -		Planning Ledger		Watercraft	
Council/14.8 Y/N?			Exercise Ledger		Aircraft	

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

California Governor's Office of Emergency Services

AIRCRAFT/AVIATION-RELATED EQUIPMENT 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 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 ½ 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 ½ 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

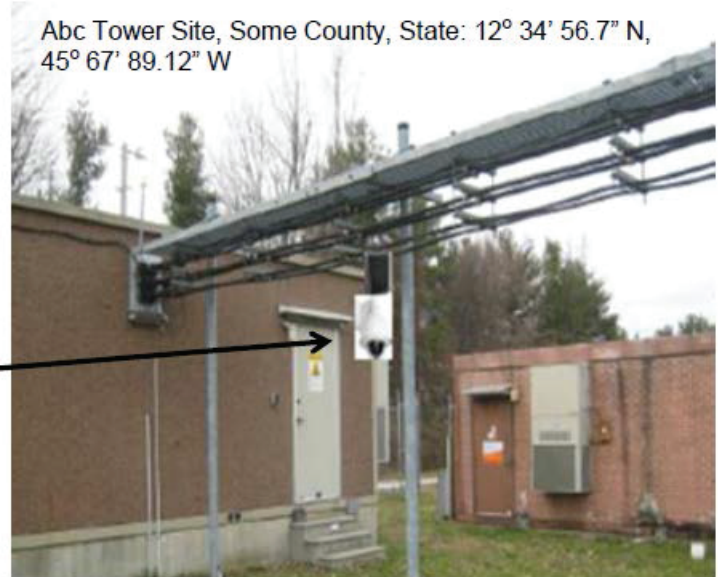


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

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.

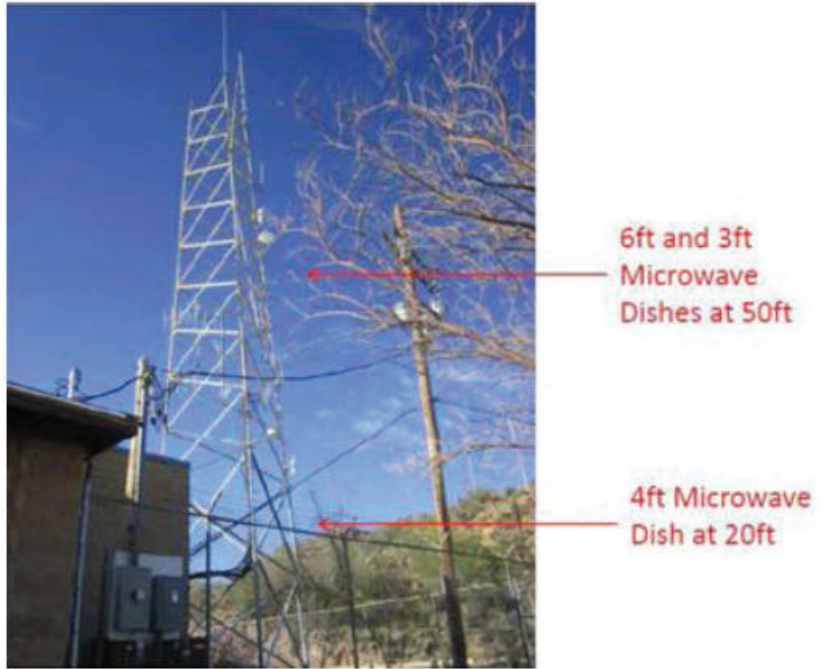
Generator Pad, 4 ft x 10 ft x 8 in



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.

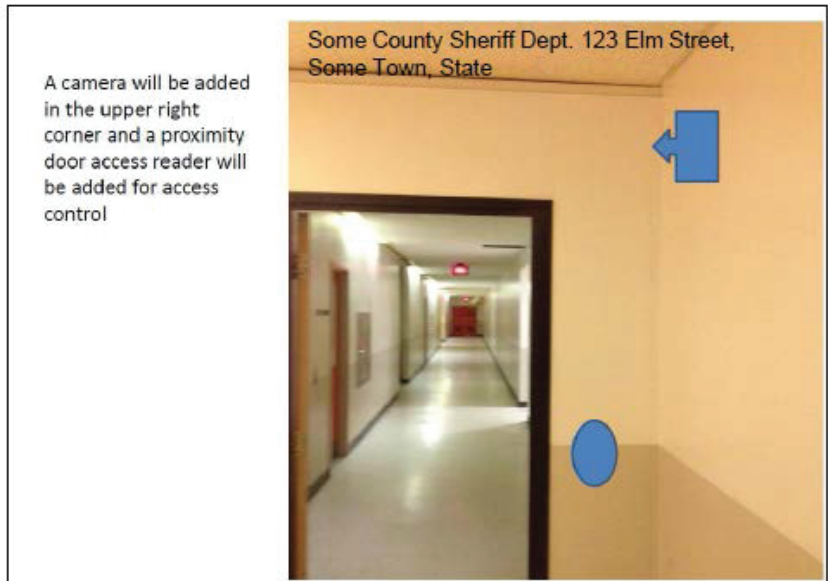


Figure 6. Interior photograph showing proposed location of new equipment.

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	<input type="checkbox"/>	<input type="checkbox"/>
• Description of why it is necessary to procure the good or service in a non-competitive manner	<input type="checkbox"/>	<input type="checkbox"/>
• Addresses all elements for one or more of the following		
➤ The good or services is available only from one source	<input type="checkbox"/>	<input type="checkbox"/>
➤ Public exigency or emergency for the required equipment will not permit a delay	<input type="checkbox"/>	<input type="checkbox"/>
➤ Competition is determined inadequate after solicitation	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Program Specialist Signature	Date
-----------------------------------	---------------------------------	------------------------------	------

<input type="checkbox"/> Approved	<input type="checkbox"/> 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 FY 23						
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 2, 2024

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

Dear Directors:

DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO NEGOTIATIONS FOR A SOLE SOURCE AGREEMENT WITH DPS TELECOM FOR A SECURITY SYSTEM FOR ALL LAND MOBILE RADIO (LMR) SYSTEM SITES

SUBJECT

Board approval is requested to delegate authority to the Executive Director to enter into negotiations for a sole source agreement with DPS Telecom for a access control, and video surveillance system (hereinafter, "Security System") for LMR System sites to, among other things, ensure sites are properly secured, among other functionalities. DPS Telecom is the maker of a current component, the Site Monitoring and Management System (SMMS), in the LMR System that is installed at every LMR Site. It would be more cost effective for the Authority to utilize DPS Telecom's services and equipment to design and install the Security System needed at every LMR Site that has alarm monitoring, so that it can integrate into the existing component.

RECOMMENDED ACTION

It is recommended that your Board delegate authority to the Executive Director to enter into negotiations for a sole source agreement with DPS Telecom for a Security System for the LMR System sites. Upon completion of negotiations, Authority staff will return to your Board with a proposed agreement, corresponding scope, terms and conditions, and costs for the Security System.

BACKGROUND

As the Board is aware, the LMR System is comprised of a number of sites located throughout the County of Los Angeles, with certain sites located in remote areas. At present, the sites are monitored strictly from an alarming perspective contained within the

AGENDA ITEM L

Site Monitoring and Management System (SMMS) made by DPS Telecom, which forms part of the LMR System network infrastructure.

The SMMS monitors and manages environmental, equipment, and basic security alarms (e.g. door ajar, diagnostics, alerts, failure events, incident reporting, equipment monitoring, site power loss, Heating, Ventilation, Air Conditioning (HVAC) monitoring, battery monitoring, fuel monitoring, etc.). However, the SMMS and by extension the LMR System, has no surveillance security nor does it have the capability to, among other things, remotely manage site access, which is necessary to ensure and maintain physical security at the LMR System sites.

The DPS Telecom equipment in the LMR sites, known as TMON and Netguardian that can provide the various alarm interfaces for the SMMS is part of the LMR System. As such, the existing DPS Telecom equipment can allow for the integration of the security monitoring equipment by leveraging the existing DPS software and hardware infrastructure. Expanding the SMMS, which was developed by DPS Telecom to include dedicated video surveillance, and remote site access by way of proxy card readers, electronically operated door hands, door sensors, and motion sensors at each of the LMR System sites is far more cost effective, as opposed to purchasing an entirely new security alarming and surveillance system which would require the purchase of new equipment and extensive integration into the existing framework of the LMR Systems' current SMMS. The anticipated costs to use and purchase equipment through DPS Telecom is estimated to be \$1.2M or less.

If the Authority was to competitively evaluate a replacement/new system, it would be evaluating adding a second independent Security System with unique software, equipment, processes, while mitigating and bridging incompatibility between the existing DPS Telecom's SMMS and newly procured system. Instead, DPS Telecom's contemplated Security System would seamlessly integrate the added functionality to the existing infrastructure, eliminating the need for a second independent alarm system, which would remove the need for training on a new system as well as inefficiency of implementing, utilizing, and monitoring multiple alarming systems across the LMR System sites. It is not only in the best interest of the Authority, but is also the most cost-efficient and seamless solution for the Authority to have a single integrated and upgraded Security System.

It is for these reasons the Authority is seeking your Board's approval to authorize the Executive Director to commence negotiations with DPS Telecom for a proposed Security System agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Executive Director to commence negotiations with DPS Telecom for the purchase and installation of a complete

Security System for use at the LMR System sites. If approved by your Board, Authority staff will return to your Board upon completion of negotiations with a proposed agreement, corresponding scope, terms and conditions, and costs for the Security System.

As the Authority has adopted the County of Los Angeles' procurement mode, in accordance with the Board of Supervisor's Policy No. 5.100 (Sole Source Contracts and Amendments), notification is being provided to your Board, as well as a request to delegate to the Executive Director authority to engage in negotiations for a sole source agreement. Enclosed with this Board Letter is a Sole Source Checklist consistent with the Board of Supervisors Policy No. 5.100.

FISCAL IMPACT/FINANCING

At present, there is no fiscal impact. Once negotiations with DPS Telecom have completed and an agreement is finalized, Authority staff will return to your Board with a proposed agreement that includes corresponding scope, terms and conditions, and cost for the Security System. The resulting contract will be funded with State funds or UASI funds, depending on the timing of any agreement award, if the Board approves such award.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

CONCLUSION

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

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

SOLE SOURCE CHECKLIST LA-RICS

- New Sole Source Contract
- Sole Source Amendment to Existing Contract Date
Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	<ul style="list-style-type: none"> ▪ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an “<i>Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.</i>”
	<ul style="list-style-type: none"> ▪ Compliance with applicable statutory and/or regulatory provisions.
	<ul style="list-style-type: none"> ▪ Compliance with State and/or federal programmatic requirements.
	<ul style="list-style-type: none"> ▪ Services provided by other public or County-related entities.
	<ul style="list-style-type: none"> ▪ Services are needed to address an emergent or related time-sensitive need.
	<ul style="list-style-type: none"> ▪ The service provider(s) is required under the provisions of a grant or regulatory requirement.
✓	<ul style="list-style-type: none"> ▪ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	<ul style="list-style-type: none"> ▪ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	<ul style="list-style-type: none"> ▪ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	<ul style="list-style-type: none"> ▪ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	<ul style="list-style-type: none"> ▪ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	<ul style="list-style-type: none"> ▪ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



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 2, 2024

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

Dear Directors:

REQUEST TO ADD TO THE EXECUTIVE DIRECTOR'S EXISTING DELEGATED AUTHORITY ON AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to add to the Executive Director's existing delegated authority, to issue Proceed Orders for an aggregate not-to-exceed amount of \$78,800 for changes in work when time precludes following the standard change order process to have Motorola Solutions, Inc. (MSI) perform work under Agreement No. LA-RICS 007 ("LMR Agreement") for a Land Mobile Radio (LMR) System. The Proceed Order process is contained in the Agreement and is a permitted mechanism to process amendments for work under the Agreement.

RECOMMENDED ACTIONS

1. Delegate authority to the Executive Director to issue one (1) or more Proceed Orders under the LMR Agreement to MSI, as may be necessary, with a predefined not-to-exceed amount identified per Proceed Order, for a total aggregate not-to-exceed amount of \$78,800 for all Proceed Orders. Should the Authority anticipate additional Proceed Order work beyond the cost of the aggregate not-to-exceed Proceed Order amount, the Authority will return to your Board. Additionally, if approved, the Executive Director will report back on a quarterly basis regarding any Proceed Orders issued and the associated costs and balance.
2. Delegate authority to the Executive Director to execute amendments to memorialize any such work performed via a Proceed Order, as may be necessary.

AGENDA ITEM M

BACKGROUND

On August 15, 2013, your Board approved Agreement No. LA-RICS 007 for the LMR System with MSI. Your Board delegated authority to the Executive Director to, among other things, approve and process amendments for changes in work, up to a maximum amount of \$210,000 per amendment, which are presented to the Oversight Committee for approval.

In order to process such amendments, MSI is required to submit a change order to the Authority's project team, Jacobs Project Management, Co. (Jacobs) and, if the change order is acceptable in terms of scope of work and cost, the change order is reviewed internally with Authority and Jacobs staff, and then presented to a Change Control Board comprised of Authority, Jacobs, and MSI personnel to review all proposed changes to the scope of work, impact to schedule, and reasonableness of cost. If a change order is approved by all parties, the change order is presented, by way of an amendment to the LMR Agreement, to either your Board or the Oversight Committee for approval, upon which execution of said amendment and issuance of a Notice to Proceed (NTP) will authorize Motorola to perform the proposed changed work. The change order and amendment process does not allow for immediate changes allowing work under critical and decisive conditions.

In contrast, pursuant to Section 2.3.5 (Proceed Order) of the LMR Agreement, this section allows your Board or its authorized representatives to issue a Proceed Order when it is in the Authority's best interest to do so and when there is insufficient time to process the amendment under existing delegations to the Executive Director or through the regular process of taking amendments to your Board.

As such, presented for your Board for consideration is a delegation that would allow the Executive Director to execute Proceed Orders to quickly move on time sensitive work that if not performed could have a negative impact the LMR System's functionality. Such work could potentially include, but is not limited to, Heating, Ventilation, and Air Conditioning (HVAC) repairs, Fire Suppression System (FSS) repairs, Automatic Transfer Switch (ATS) repairs, Transient Voltage Surge Suppressor (TVSS) repairs, miscellaneous electrical repairs, tower light repairs, shelter repairs, etc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will delegate authority to the Executive Director to issue one (1) or more Proceed Orders to MSI to ensure urgent work is completed with subsequent amendments to memorialize such work. Currently, the LMR Agreement permits the Authority Board or its authorized representatives, pursuant to Section 2.3.5 (Proceed Order) of the LMR Agreement, to issue Proceed Orders that defines the scope of work to be performed and specifies a not-to-exceed compensation amount for MSI.

Proceed Orders can be issued when time is of the essence to complete work and time does not permit the Authority to execute amendments under existing delegations to the Executive Director. Approval of the recommended actions will delegate authority to the Executive Director to issue Proceed Orders in an aggregate amount not-to-exceed \$78,800.

If the Authority anticipates additional Proceed Order work beyond the aggregate not-to-exceed Proceed Order amount, the Authority will return to your Board and will also report back on a quarterly basis on any Proceed Orders issued with the associated costs and balance.

FISCAL IMPACT/FINANCING

At present there is no fiscal impact. Any Proceed Orders, if issued, will not exceed an aggregate amount of \$78,800, which will be funded by the Urban Areas Security Initiative (UASI) 2022 grant or by California State Budget Act funds of 2022.

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 action, the Executive Director will have delegated authority to proceed in a manner described in the recommended action.

Respectfully submitted,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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Telephone: (323) 881-8291
<http://www.la-rics.org>

SCOTT EDSON
EXECUTIVE DIRECTOR

May 2, 2024

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

Dear Directors:

APPROVE AMENDMENT NO. 121 TO AGREEMENT NO. LA-RICS 007 LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM

SUBJECT

Board approval is requested to authorize the Executive Director to execute Amendment No. 121 to Agreement No. LA-RICS 007 (Agreement) to incorporate six (6) Change Orders to Motorola Solutions, Inc. (MSI) for work related to Transient Voltage Suppression Systems (TVSS) replacement at the MCI site; Fire Suppression System (FSS) inspection work at the MCI site, Universal Studios (UNIV) Citywalk site, and Castro Peak (CPK) site; and Heating, Ventilation, and Air Conditioning (HVAC) system preventative maintenance work at the MCI site and Castro Peak (CPK) site, as further described in this Board Letter for a cost increase in the amount of \$9,637.

RECOMMENDED ACTIONS

It is recommended that your Board:

1. Find that approval of Amendment No. 121 for inclusion of two (2) Change Orders at the CPK site related to FSS inspection work and HVAC system preventative maintenance work and for one (1) Change Order at site UNIV related to FSS inspection work is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.
2. Find that approval of Amendment No. 121 for inclusion of three (3) Change Orders at (a) the MCI site related to related to TVSS replacement work, FSS inspection work and HVAC system preventative maintenance work is within the scope of the activities previously authorized at site MCI on August 5, 2021, which your Board previously found exempt from review under CEQA pursuant to 14 Cal. Regs.

AGENDA ITEM N

("CEQA Guidelines") Sections 15301, 15302, 15303 and 15304 for reasons stated in this Board Letter and as noted in the record of the project.

3. Approve Amendment No. 121 to Agreement No. LA-RICS 007 for an LMR System with Motorola Solutions, Inc. (MSI) to reflect the following:
 - a. Incorporate one (1) Change Order for TVSS replacement work at the MCI site for a cost increase in the amount of \$1,000.
 - b. Incorporate one (1) Change Order for FSS inspection work at the MCI site for a cost increase in the amount of \$1,700.
 - c. Incorporate one (1) Change Order for FSS inspection work at the UNIV site for a cost increase in the amount of \$500.
 - d. Incorporate one (1) Change Order for FSS inspection work at the CPK site for a cost increase in the amount of \$700.
 - e. Incorporate one (1) Change Order for HVAC system preventative maintenance work at the MCI site for a cost increase in the amount of \$2,939.
 - f. Incorporate one (1) Change Order for HVAC system preventative maintenance work at the CPK site for a cost increase in the amount of \$ 2,798.
4. Authorize an increase to the Maximum Contract Sum in an amount of \$9,637 from \$217,165,114 to \$217,174,751 when taking the recommended action into consideration.
5. Delegate authority to the Executive Director to execute Amendment No. 121, in substantially similar form to the enclosed Amendment (Enclosure), and issue one or more Notices to Proceed (NTP) for this work as may be needed.

BACKGROUND

As the Authority reached final system acceptance of the LMR System and entered into the Warranty Period and certain operations management, it is necessary to monitor and address certain issues that may arise that are not covered under the Warranty Period. Certain activities at the CPK, MCI, UNIV sites have been identified that were not previously contemplated in the Agreement, in particular the Warranty Period, but are necessary for these sites to continue to function within the LMR System.

As such, the recommended actions before your Board for consideration in Amendment No. 121 will allow MSI to perform the requisite work at these sites.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 121 which will incorporate six (6) Change Orders resulting in an increase to the Maximum Contract Sum by \$9,637.

It is necessary to incorporate a Change Order to allow MSI to repair and replace the TVSS equipment located at the MCI site, which is necessary to ensure the site is functional.

Additionally, it is necessary to incorporate (3) three Change Orders to perform FSS semi-annual and annual fire related inspections at the MCI site, Universal Studios – Citywalk site (UNIV), and Castro Peak (CPK) sites in order to ensure compliance with fire codes.

Lastly, it is necessary to incorporate two (2) Change Orders to provide Heating, Ventilation, and Air Conditioning (HVAC) systems bi-annual services for preventative maintenance located at the MCI site and Castro Peak (CPK) site, respectively

The Change Orders have been reviewed by Authority staff, as well as its consultant (Jacobs) and MSI, with both parties negotiating and agreeing to the Change Order.

Further, the Change Order was presented to the Change Control Board (CCB) and the CCB participants vetted the Change Orders and recommended presentation to your Board for consideration and approval.

ENVIRONMENTAL DOCUMENTATION

As the CEQA lead agency, the Authority previously determined on August 5, 2021, that design, construction, implementation, operation, and maintenance of LMR System infrastructure at site MCI are exempt from review under CEQA pursuant to 14 Cal. Regs (“CEQA Guidelines”) Sections 15301, 15302, 15303 and 15304, which exempts activities that (1) consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment or topographic features, involving negligible or no expansion of existing or former use (Guideline § 15301), (2) consists of the replacement or reconstruction of existing structures that would be located on the same site and would have the same purpose and capacity of the structure replaced (Guidelines § 15302); (3) consist of construction and location of limited numbers of new, small facilities or structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303) and (4) consist of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). Approval of the currently recommended action related the change orders for the MCI site is within the scope of the previously authorized activities, and the determination that these activities are exempt from CEQA remains unchanged. This determination is supported by substantial evidence

is the custody of the Authority, which is incorporated in relevant part into the record of proceedings for the change orders for the MCI site.

Upon your Board's approval of the recommended actions for Amendment No. 121, the Authority will file a Notice of Exemption (NOE) for the MCI site with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 121 will result in an increase to the Maximum Contract Sum in the amount of \$9,637 from \$217,165,114 to \$217,174,751. If approved by your Board, the work contemplated in Amendment No. 121 will be funded by the Urban Areas Security Initiative (UASI) 2022 grant and/or by California State Budget Act funds of 2022.

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,



SCOTT EDSON
EXECUTIVE DIRECTOR

JA

Enclosure

c: Counsel to the Authority

**AMENDMENT NUMBER ONE HUNDRED TWENTY-ONE
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM**

RECITALS

This Amendment Number One Hundred Twenty-One (together with all exhibits, attachments, and schedules hereto, "Amendment No. 121") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of May _____ 2024, based on the following recitals:

Whereas, the Authority and Contractor have entered into that certain Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") Land Mobile Radio System, dated as of August 15, 2013 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

Whereas, since the execution of the Agreement, the Agreement has been previously amended both mutually, and in certain instances unilaterally, pursuant to Amendment Nos. 1 through 100.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred One – Unilateral Amendment No. 29, issued on June 29, 2022 to (a) incorporate an LMR Change Order for access road maintenance work at the Pine Mountain (PMT) site for a cost increase in the amount of \$4,887; (b) increase the Maximum Contract Sum by \$4,887 from \$215,373,672 to \$215,378,559; and (c) make other certain changes as set forth in Unilateral Amendment No. 29.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Two, effective July 11, 2022, to (a) extend certain Bridge Warranty services, in particular, Security Update Services (SUS) and Remote Security Update Services (RSUS) until December 31, 2022, as further described in Amendment No. 102 for a cost increase in the amount of \$28,587; (b) increase the Maximum Contract Sum by \$28,587 from \$215,378,559 to \$215,407,146; and (c) make other certain changes as set forth in Amendment No. 102.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Three, effective August 15, 2022, to (a) reflect a reduction in the cost for ACVRS TRO5 Subsystem Addition work at the Signal Hill (SGH) site and the San Pedro Hill (SPH) site in the amount of \$189,259; (b) reflect a reduction in the scope and cost related to existing tower removal work at the Mirador (MIR) site in the amount of \$10,136; (c) decrease the Maximum Contract Sum by \$199,395 from \$215,407,146 to \$215,207,751; and (d) make other certain changes as set forth in Amendment No. 103.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Four, effective November 14, 2022, to (a) include a Bridge Warranty for the Narrowband Mobile Data Network (NMDN) Subsystem (Phase 1), corresponding Backhaul Subsystem necessary for use of the NMDN Subsystem (Phase 1), and

Common Platform Subsystem to bridge the gap in warranty services for a period of twelve (12) months, until such time as Final LMR System Acceptance is achieved for a cost increase in the amount of \$1,067,684; (b) increase the Maximum Contract Sum by \$1,067,684 from \$215,207,751 to \$216,275,435; and (c) make other certain changes as set forth in Amendment No. 104.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Five – Unilateral Amendment No. 30, issued on November 16, 2022, to (a) reconcile Exhibit C.2 (Phase 1 – System Design) to reflect a cost decrease in an amount of \$122,264; (b) reconcile Exhibit C.17 (LMR Change Order Modifications) to reflect a cost decrease in an amount of \$120,647; (c) reconcile Exhibit C.19 (Channel 15 and Channel 16 Interference Mitigation) to reflect a cost decrease in the amount of \$115,920; (d) reflect a cost neutral transfer of discounts from Exhibit C.4 (Phase 3 – Supply LMR System Components) to Exhibit C.15 (LMR System Discounts) in the amount of \$361,900; (e) reflect a cost neutral transfer of a discount from Exhibit C.17 (LMR Change Order Modifications) to Exhibit C.3 (Phase 2 – Site Construction and Site Modification) in the amount of \$121,819; (f) reflect an adjustment to holdback in the amount of \$64,774; (g) decrease the Maximum Contract Sum by \$358,830 from \$216,275,434 to \$215,916,604; and; and (h) make other certain changes as set forth in Unilateral Amendment No. 30.

Whereas, the Agreement has been previously amended in Amendment Number One-Hundred Six, effective November 29, 2022, to (a) incorporate an LMR Change Order for DTVRS Antenna Changes to Mitigate UHF DTV Channel 15 at the Tejon Peak (TPK) site for a cost increase in the amount of \$42,546; (b) increase the Maximum Contract Sum by \$42,546 from \$215,916,604 to \$215,959,150; and (c) make other certain changes as set forth in Amendment No. 106.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Seven – Unilateral Amendment No. 31, issued on December 1, 2022, to (a) incorporate an LMR Change Order for tower foundation rock excavation work at the Mount Lukens 2 (MTL2) site for a cost increase in the amount of \$57,675; (b) increase the Maximum Contract Sum by \$57,675 from \$215,959,150 to \$216,016,825; and (c) make other certain changes as set forth in Unilateral Amendment No. 31.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Eight, effective December 6, 2022, to (a) incorporate a Change Order for costs related to temporary outage of the roll-up generator located at the Burnt Peak 1 (BUR1) site for a cost increase in the amount of \$3,263; (b) increase the Maximum Contract Sum by \$3,263 from \$216,016,825 to \$216,020,088; and (c) make other certain changes as set forth in Amendment No. 108.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Nine, effective January 10, 2023, to (a) adopt a new Project Schedule; (b) incorporate costs related to Phase 1 permit work at the Topanga Relay (TOP Relay) site for a cost increase in the amount of \$2,379; (c) increase the Maximum Contract Sum by \$2,379 from \$216,020,088 to \$216,022,467; and (d) make other certain changes as set forth in Amendment No. 109.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Ten, effective February 2, 2023, to (a) incorporate two (2) LMR Change Orders as further described in Amendment No. 110 for a cost increase in the amount of \$6,600; (b) increase the Maximum Contract Sum by \$6,600 from \$216,022,467 to \$216,029,067; and (c) make other certain changes as set forth in Amendment No. 110.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Eleven, effective March 8, 2023, to (a) incorporate two (2) LMR Change Orders as further described in Amendment No. 111 for a net cost increase in the amount of \$5,361; (b) increase the Maximum Contract Sum by \$5,361 from \$216,029,067 to \$216,034,427; and (c) make other certain changes as set forth in Amendment No. 111.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Twelve, effective April 10, 2023, to (a) incorporate two (2) LMR Change Orders as further described in this Amendment No. 112 for a cost increase in the amount of \$17,299; (b) increase the Maximum Contract Sum by \$17,299 from \$216,034,427 to \$216,051,726; and (c) make other certain changes as set forth in Amendment No. 112.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Thirteen – Unilateral Amendment No. 32, issued on May 1, 2023, to (a) include a Bridge Warranty for the Digital Trunked Voice Radio Subsystem (DTVRS) Subsystem, the corresponding Backhaul Subsystem necessary for use of the DTVRS Subsystem, the CORE and DSR Systems, as well as Station B and Site on Wheels to bridge the gap in warranty services for a period of approximately seven (7) months, until such time as Final LMR System Acceptance is achieved for a cost increase in the amount of \$789,587; (b) increase the Maximum Contract Sum by \$789,587 from \$216,051,726 to \$216,841,313; and (c) make other certain changes as set forth in Unilateral Amendment No. 32.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Fourteen, issued on June 7, 2023, to (a) incorporate one (1) LMR Change Order required for the Fire Suppression System work located at the Universal Studios (UNIV) site as further described in this Amendment No. 114 for a cost increase in the amount of \$22,704; (b) increase the Maximum Contract Sum by \$22,704; from \$216,841,313 to \$216,864,017; and (c) make other certain changes as set forth in Amendment No. 114.

Whereas, the Authority has previously amended unilaterally in Amendment Number One-Hundred Fifteen, issued on August 16, 2023, to (a) incorporate one (1) LMR Change Order required for the additional Fire Suppression System work located at the Universal Studios (UNIV) site as further described in this Amendment No. 115 for a cost increase in the amount of \$11,308; (b) increase the Maximum Contract Sum by \$11,308 from \$216,864,017 to \$216,875,325; and (c) make other certain changes as set forth in Amendment No. 115.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Sixteen, effective August 24, 2023, to (a) incorporate one (1) LMR Change Order required for overtime work at the Universal Studios (UNIV) site as further described

in Amendment No. 116 for an amount not-to-exceed \$20,000; (b) increase the Maximum Contract Sum for an amount not-to-exceed \$20,000 from \$216,875,325 to \$216,895,325; and (c) make other certain changes as set forth in Amendment No. 116.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Seventeen – Unilateral Amendment No. 33, issued on October 18, 2023, to (a) include a Bridge Warranty for the Analog Conventional Voice Radio Subsystem (ACVRS) and Los Angeles Regional Tactical Communications Subsystem (LARTCS) to bridge the gap in warranty services for a period of five (5) weeks, until such time as Final LMR System Acceptance is achieved for a cost increase in the amount of \$174,209; (b) increase the Maximum Contract Sum by \$174,209 from \$216,895,325 to \$217,069,534; and (c) make other certain changes as set forth in Unilateral Amendment No. 33.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Eighteen, effective November 08, 2023, to (a) grant Contractor's request for a time extension of the Final LMR System Acceptance date to November 17, 2023; (b) include a Bridge Warranty for the Narrowband Mobile Data Network (NMDN) Subsystem (Phase 2) on a gratis basis through November 17, 2023, the Final LMR System Acceptance date; and (c) make other certain changes as set forth in Amendment No. 118.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Nineteen, effective January 16, 2024, to (a) incorporate one (1) LMR Change Order for HVAC Restoration work at the Mount McDill (MMC) site as further described in Amendment No. 119 for a cost increase in the amount of \$29,316; (b) incorporate one (1) LMR Change Order in connection with costs related to fire suppression system work at the Compton Court Building (CCB) site for a cost increase in the amount of \$900; (c) increase the Maximum Contract Sum by \$30,216 from \$217,069,534 to \$217,099,750; and (d) make other certain changes as set forth in Amendment No. 119.

Whereas, the Agreement has been previously amended in Amendment No. One-Hundred Twenty, effective April 15, 2024, to (a) incorporate a change order to renew the Asset Management License until December 31, 2024, for a cost increase in the amount of \$65,364, (b) increase the Maximum Contract Sum by \$65,364 from \$217,099,750 to \$217,165,114, and (c) make other certain changes as set forth in Amendment No. 120.

Whereas, the Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) incorporate six (6) LMR Change Orders as further described in this Amendment No. 121 for a cost increase in the amount of \$9,637, (b) increase the Maximum Contract Sum by \$9,637 from \$217,165,114 to \$217,174,751, and (c) make other certain changes as set forth in this Amendment No. 121.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 121, and for other valuable consideration,

the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement. Unless otherwise noted, section references in this Amendment No. 121 refer to sections of the Agreement, as amended by this Amendment No. 121.

2. LMR Change Order Modifications. The parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-5154, to repair and replace two (2) Transient Voltage Suppression Systems (TVSS) located at the MCI site. Additionally, the parties agree and acknowledge the Contractor will perform the Work contemplated in COR No. MSI-5155, COR No. MSI-5156, and MSI-COR No. 5157 related to Fire Suppression System (FSS) semi-annual inspections for the clean agent system and annual inspections for the fire extinguishers located at the MCI site, Universal Studios – Citywalk site (UNIV), and Castro Peak (CPK) site, respectively. Further the parties agree and acknowledge the Contractor will also perform the Work contemplated in COR No. MSI-5158 and MSI-COR No. 5159 for Heating, Ventilation, and Air Conditioning (HVAC) systems bi-annual preventative maintenance located at the MCI site and Castro Peak (CPK) site, respectively. These six (6) CORs are included herein by this reference, pursuant to Exhibit C.17 (LMR Change Order Modifications), and in accordance with this Section 2 of this Amendment No. 121, in exchange for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) of Exhibit C (Schedule of Payments).

Item No.	Site ID	Site Name	COR No.	Description	Amount
1.	MCI	MCI	COR 070 MSI-5154	Transient Voltage Suppression Systems (TVSS) Replacement	\$1,000
2.	MCI	MCI	COR 071 MSI-5155	Fire Suppression System (FSS) Inspections	\$1,700
3.	UNIV	Universal Studios - Citywalk	COR 072 MSI-5156	Fire Suppression System (FSS) Inspections	\$500
4.	CPK	Castro Peak	COR 073 MSI-5157	Fire Suppression System (FSS) Inspections	\$700
5.	MCI	MCI	COR 074 MSI-5158	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$2,939
6.	CPK	Castro Peak	COR 075 MSI-5159	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$2,798
TOTAL AMOUNT:					\$9,637

3. Amendments to the Agreement.
 - 3.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular Section 8.1.1 of the Base Document, is deleted in its entirety and replaced with the following:

- 8.1.1 The "Maximum Contract Sum" under this Agreement is Two Hundred Seventeen Million, One Hundred Seventy-Four Thousand, Seven Hundred Fifty-One Dollars (\$217,174,751) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

- 3.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:
 - 24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than One Hundred Sixty-One Million, Five Hundred Seventy-Eight Thousand, Two Hundred Twenty-Four Dollars (\$161,578,224). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

- 4. Amendments to Agreement Exhibits.
 - 4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 121 and incorporated herein by this reference.

 - 4.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR Change Order Modifications), which is attached to this Amendment No. 121 and incorporated herein by this reference.

- 5. This Amendment No. 121 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 5.1 An authorized agent of Contractor has executed this Amendment No. 121;

 - 5.2 Los Angeles County Counsel has approved this Amendment No. 121 as to form;

 - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 121;

 - 5.4 The Executive Director of the Authority has executed this Amendment No. 121.

6. Except as expressly provided in this Amendment No. 121, all other terms and conditions of the Agreement, as amended, shall remain the same and in full force and effect.
7. Contractor and the person executing this Amendment No. 121 on behalf of Contractor represent and warrant that the person executing this Amendment No. 121 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 121, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 121 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

AMENDMENT NUMBER ONE HUNDRED TWENTY-ONE
TO AGREEMENT NO. LA-RICS 007
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
LAND MOBILE RADIO SYSTEM

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 121 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Scott Edson
Executive Director

By: _____

Jonathan Jackson
System Manager

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

DAWYN R. HARRISON
County Counsel

By: _____

Truc L. Moore
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS				
LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 ^(Note 1)	\$ -	\$ 41,632,564	\$ 3,117,075	\$ 38,515,489
Phase 2	\$ -	\$ 43,100,531	\$ 4,147,787	\$ 38,952,744
Phase 3	\$ -	\$ 56,698,625	\$ 4,230,479	\$ 52,468,147
Phase 4	\$ -	\$ 20,732,005	\$ 2,009,828	\$ 18,722,174
SUBTOTAL (Phases 1 to 4):	\$ -	\$ 162,163,725	\$ 13,505,169	\$ 148,658,553
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
TOTAL (Phases 1 to 5):	\$ 55,898,518	\$ 162,163,725	\$ 13,505,169	\$ 204,557,072
Bounded Area Coverage Additive Alternate ^(Note 1)	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 3,674,070	\$ 358,021	\$ 3,316,050
LMR Unilateral Amendments		\$ 1,453,036	\$ 145,304	\$ 1,307,732
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 687,287		\$ 687,287
LMR Bridge Warranty		\$ 1,987,674		\$ 1,987,674
LMR Subsystem Bridge Warranty		\$ 2,031,480		\$ 2,031,480
LMR Asset Management License		\$ 65,364		\$ 65,364
SUBTOTAL	\$ 130,552,956	\$ 177,174,992	\$ 21,693,937	\$ 286,034,008
TOTAL CONTRACT SUM:	\$177,174,992			
LMR Discounts^(Note 2)	-\$17,202,758			
MAXIMUM CONTRACT SUM(Total Unilateral Option Sum plus Total Contract Sum):	\$217,174,751			

Note 1: The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173, 110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area Coverage Additive Alternate Work is reflected in Exhibit C.7 (Bounded Area Coverage Additive Alternate).

Note 2: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.

SCHEDULE OF PAYMENTS
EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 28					
MSI-003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement	\$ 2,200	\$ 220	\$ 1,980
MSI-008	LMR	MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations	\$ 9,912	\$ 991	\$ 8,921
MSI-009	AGH	MSI-009 AGH SCE Engineering Fee Reimbursement	\$ 5,634	\$ 563	\$ 5,071
MSI-012	LMR	MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR	\$ -	\$ -	\$ -
MSI-015	BUR1	MSI-015 BUR1 SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
MSI-016	BMT	MSI-016 BMT SCE Engineering Fee	\$ 592	\$ 59	\$ 533
MSI-017	MML	MSI-017 MML SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
Amendment No. 28 Subtotal			\$ 24,953	\$ 2,495	\$ 22,458
Amendment No. 29					
MSI-030	APC	MSI-030 Saturday Labor and Crane Cost	\$ 2,405	\$ 241	\$ 2,165
MSI-020R	BKK	MSI-020R Tower Mapping and Painting	\$ 26,225	\$ 2,623	\$ 23,603
MSI-024	BKK	MSI-024 Dispersive Wave Testing	\$ 5,426	\$ 543	\$ 4,883
MSI-1208	POM	MSI-LMR1208 ACM and LCP Testing Services	\$ 4,400	\$ 440	\$ 3,960
Amendment No. 29 Subtotal			\$ 38,456	\$ 3,846	\$ 34,610
Amendment No. 30					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
Amendment No. 30 Subtotal			\$ 4,195	\$ 420	\$ 3,776
Amendment No. 31					
MSI-1265	ONK	MSI-1265 Environmental Testing ACM and LPC Services	\$ 3,633	\$ 363	\$ 3,270
MSI-1206	CCT	MSI-1206 HVAC Condenser Pad Modification	\$ 9,745	\$ 975	\$ 8,771
MSI-1321	AGH	MSI-1321 Additional Title, Survey, Research	\$ 2,100	\$ 210	\$ 1,890
MSI-1267R	LARICSHQ	MSI-1267R Environmental Testing ACM and LPC Services	\$ 4,095	\$ 410	\$ 3,686
Amendment No. 31 Subtotal			\$ 19,573	\$ 1,957	\$ 17,616
Amendment No. 33					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
Amendment No. 33 Subtotal			\$ 17,490	\$ 1,749	\$ 15,741
Amendment No. 34					
MSI-1447	AGH	MSI-1477 AGH Additional Electrical Work	\$ 84,503	\$ 8,450	\$ 76,053
MSI-1435	HPK	MSI-1435 HPK Power Conduit Outside Compound	\$ 6,241	\$ 624	\$ 5,617
Amendment No. 34 Subtotal			\$ 90,744	\$ 9,074	\$ 81,670
Amendment No. 35					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
Amendment No. 35 Subtotal			\$ 13,115	\$ 1,312	\$ 11,804
Amendment No. 36					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
Amendment No. 36 Subtotal			\$ 4,952	\$ 495	\$ 4,457
Amendment No. 37					
MSI-5010	CRN	CRN Lead Paint Abatement and Consulting Services	\$ 3,754	\$ 375	\$ 3,379
MSI-5008	CRN	CRN Siren	\$ 10,113	\$ 1,011	\$ 9,102
MSI-5015	CRN	CRN Permanent Fence	\$ 5,043	\$ 504	\$ 4,539
MSI-1209R	FCCF	FCCF Receptacle Light Installation	\$ 12,336	\$ 1,234	\$ 11,102
MSI-5031	HPK	HPK SCE Trenching	\$ 12,623	\$ 1,262	\$ 11,361

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$ 9,765	\$ 977	\$ 8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$ 2,703	\$ 270	\$ 2,433
Amendment No. 37 Subtotal			\$ 56,337	\$ 5,634	\$ 50,703
Amendment No. 38					
MSI-5017	PMT	PMT 2nd GeoTechnical Engineering Services	\$ 23,626	\$ 2,363	\$ 21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$ 4,725	\$ 473	\$ 4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment		\$ -	\$ -
MSI-5038	SGH	SGH Barrel Tile Roof	\$ 6,843	\$ 684	\$ 6,159
MSI-5021	SGH	SGH NB CX Stand Down Costs	\$ 7,652	\$ 765	\$ 6,887
MSI-5046	DPW38	DPW38 LCP Testing	\$ 2,363	\$ 236	\$ 2,127
MSI-5043	VPK	VPK Tower Foundation	\$ 34,102	\$ 3,410	\$ 30,692
MSI-5006	VPK	VPK Power Run	\$ 50,027	\$ 5,003	\$ 45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$ (68,141)	\$ (6,814)	\$ (61,327)
MSI-UNI-006	LACFDEL	LACFDEL Reuse of Existing Shelter	\$ -	\$ -	\$ -
MSI-5024	MIR	MIR Additional Topography	\$ 2,205	\$ 221	\$ 1,985
MSI-5061	MDI	MDI 2nd GeoTechnical Engineering Services	\$ 7,588	\$ 759	\$ 6,829
MSI-5028	MDI	MDI Underground Utility Locator	\$ 756	\$ 76	\$ 680
MSI-5029	MDI	MDI Addition Topo Survey	\$ 2,100	\$ 210	\$ 1,890
MSI-5050	WWY	WWY Native American Monitoring	\$ 580	\$ 58	\$ 522
Amendment No. 38 Subtotal			\$ 74,426	\$ 7,443	\$ 66,983
Amendment No. 39 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-5073	AGH	AGH Encroachment Permit Fee	\$ 4,807	\$ 481	\$ 4,326
MSI-5045	CCB	CCB Abatement and Remediation Work	\$ 13,125	\$ 1,313	\$ 11,813
MSI-5076	LACFDEL	LACFDEL New Phase 1 Work_Rev.1	\$ 26,965	\$ 2,697	\$ 24,269
MSI-5068	SPH	SPH Lease Exhibit Option_Rev.1	\$ 1,065	\$ 107	\$ 959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$ 11,338	\$ 1,134	\$ 10,204
Amendment No. 39 Subtotal			\$ 57,300	\$ 5,730	\$ 51,570
Amendment No. 41 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 40,899	\$ 4,090	\$ 36,809
MSI-5069	RPV1	New Phase 1 Work	\$ 44,808	\$ 4,481	\$ 40,327
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ -	\$ -	\$ -
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
MSI-5081	LMR	LARTCS VHF Frequency Changes	\$ 41,171	\$ 4,117	\$ 37,054
MSI-5087	MTL2	Road Repair Design	\$ 2,200	\$ 220	\$ 1,980
Amendment No. 41 Subtotal			\$ 218,595	\$ 21,860	\$ 196,736
Amendment No. 43 and Amendment No. 44 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-6017	RIH	Addition of Microwave Link	\$ 43,837	\$ 4,384	\$ 39,453
MSI-6016	SPH	Addition of Microwave Link	\$ -	\$ -	\$ -
MSI-6015	UNIV	Addition of Microwave Link	\$ 68,839	\$ 6,884	\$ 61,955
Amendment No. 43 and Amendment No. 44 Subtotal			\$ 112,676	\$ 11,268	\$ 101,408
Amendment No. 45					
MSI-6018	LPC	Environmental Phase II Limited Subsurface Investigation	\$ 19,740	\$ 1,974	\$ 17,766
MSI-6019	MML	Environmental Phase II Limited Subsurface Investigation	\$ 19,310	\$ 1,931	\$ 17,379
Amendment No. 45 Subtotal			\$ 39,050	\$ 3,905	\$ 35,145
Amendment No. 46					
MSI-6043	POM	Asbestos Abatement Services	\$ 330,000	\$ 33,000	\$ 297,000
MSI-6030	JPK/RHT/VPK	Tower Top Amplifier Upgrade for Early Deployment Site Transition	\$ 45,728	\$ 4,573	\$ 41,155
Amendment No. 46 Subtotal			\$ 375,728	\$ 37,573	\$ 338,155

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Amendment No. 47					
MSI-6023	LARICS	LMR System Reconciliation - Engineering & Re-Racking Services	\$ 174,641	\$ 17,464	\$ 157,177
MSI-6045	ONK	Add ONK Prime Site and ASR	\$ 438,279	\$ 43,828	\$ 394,451
MSI-6040	RHH	Soil Removal	\$ -	\$ -	\$ -
MSI-6031	BHS	Soil Removal	\$ 41,577	\$ 4,158	\$ 37,419
MSI-6042	LPC	Soil Removal	\$ 41,854	\$ 4,185	\$ 37,668
MSI-6041	MDI	Soil Sampling	\$ 10,134	\$ 1,013	\$ 9,120
MSI-6034	RHT	Additional Topography	\$ 3,733	\$ 373	\$ 3,360
Amendment No. 47 Subtotal			\$ 710,217	\$ 71,022	\$ 639,196
Amendment No. 48					
MSI-6064	AGH	Easement Payment	\$ 4,055	\$ 406	\$ 3,650
MSI-6062	TOP	Monopole Painted Neutral Brown	\$ 6,104	\$ 610	\$ 5,494
MSI-6050	LARICS	Core and Site Router/Switch Upgrade	\$ -	\$ -	\$ -
Amendment No. 48 Subtotal			\$ 10,159	\$ 1,016	\$ 9,143
Amendment No. 49 and Amendment No. 59					
MSI-6061	Various	New Antenna Models and Powder Coating	\$ 110,000	\$ 11,000	\$ 99,000
MSI-6067	MTL2	Removing impediments to road access caused by erosion to the site road, etc	\$ -	\$ -	\$ -
MSI-6069	LARICS	Audio Loopback	\$ -	\$ -	\$ -
Amendment No. 49 Subtotal			\$ 110,000	\$ 11,000	\$ 99,000
Amendment No. 50					
MSI-6076	PRG/AGH	PRG Relocation to AGH for NMDN System	\$ 13,678	\$ 1,368	\$ 12,310
MSI-6077	PRG	VIAMM Implementation	\$ 38,615	\$ 3,862	\$ 34,754
MSI-6086	BJM/TWR	BJM & TWR Generator Noise Mitigation Engineering Assessment Services	\$ 221,211	\$ 22,121	\$ 199,090
MSI-6079	MML	MML Buried Concrete and Rebar Removal	\$ 101,604	\$ 10,160	\$ 91,444
Amendment No. 50 Subtotal			\$ 375,108	\$ 37,511	\$ 337,597
Amendment No. 51 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-6094/ MSI-7014	FCCF/PLM	Leased Fiber Link between FCCF and PLM	\$ 11,196	\$ 1,120	\$ 10,076
MSI-6096	CCB	Microwave Installation Modification	\$ -	\$ -	\$ -
Amendment No. 51 Subtotal			\$ 11,196	\$ 1,120	\$ 10,076
Amendment No. 52					
MSI-7005	CPK	Road Work for Access	\$ 23,393	\$ 2,339	\$ 21,054
MSI-7007	CPK	Utility Power Provision to CPK Site	\$ 10,966	\$ 1,097	\$ 9,869
Amendment No. 52 Subtotal			\$ 34,359	\$ 3,436	\$ 30,923
Amendment No. 53					
MSI-7003	Various	VIAMM Multiple Site Implementation	\$ 186,594	\$ 18,659	\$ 167,935
MSI-7010	MDI	Utility Power Work	\$ 155,866	\$ 15,587	\$ 140,279
Amendment No. 53 Subtotal			\$ 342,460	\$ 34,246	\$ 308,214
Amendment No. 54					
MSI-7011	RPVT	Utility Power Survey Services	\$ 11,000	\$ 1,100	\$ 9,900
MSI-7012	WMP and WTR	Utility Power Work	\$ 121,895	\$ 12,190	\$ 109,706
MSI-7015	CPK	Subgrade Concrete Structure Evaluation Services	\$ 5,812	\$ 581	\$ 5,231
Amendment No. 54 Subtotal			\$ 138,707	\$ 13,871	\$ 124,836
Amendment No. 55 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7013	TOP	Outdoor Power System and Equipment	\$ 195,638	\$ 19,564	\$ 176,074
Amendment No. 55 Subtotal			\$ 195,638	\$ 19,564	\$ 176,074
Amendment No. 56					

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7008	TOP	Biota Reports	\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 56 Subtotal			\$ 13,972	\$ 1,397	\$ 12,575
Amendment No. 57					
MSI-7024	CPK	Removal of Subgrade Concrete Structure	\$ 8,566	\$ 857	\$ 7,709
Amendment No. 57 Subtotal			\$ 8,566	\$ 857	\$ 7,709
Amendment No. 58 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7025	UNIV	Redesign Work	\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 58 Subtotal			\$ 60,650	\$ 6,065	\$ 54,585
Amendment No. 59 and Amendment No. 105 (Unilateral Amendment 30)					
MSI-7049	POM	Correction of Fire Alarm Deficiency	\$ 5,282	\$ 528	\$ 4,754
MSI-7044	RPVT	Antenna Powder Coating	\$ 6,874	\$ 687	\$ 6,187
MSI-7051	LAC072	Antenna Powder Coating	\$ 255	\$ 26	\$ 230
MSI-7045	MML	Utility Power Survey	\$ 3,465	\$ 347	\$ 3,119
Amendment No. 59 Subtotal			\$ 15,876	\$ 1,588	\$ 14,288
Amendment No. 63					
MSI-7060	WTR	Utility Power Provision	\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 63 Subtotal			\$ 10,788	\$ 1,079	\$ 9,709
Amendment No. 64 and Amendment No. 88					
MSI-7064/ MSI-7090	TWR	Survey for SCE Conveyance	\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 64 and Amendment No. 88 Subtotal			\$ 12,428	\$ 1,243	\$ 11,185
Amendment No. 77					
MSI-7072	UNIV	Power Meter Payment	\$ 8,494	\$ 849	\$ 7,645
MSI-7067	FRP	Bollards Around SCE Transformer	\$ 7,636	\$ 764	\$ 6,872
Amendment No. 77 Subtotal			\$ 16,130	\$ 1,613	\$ 14,517
Amendment No. 83					
MSI-7077	BUR1	Antenna Changes FCC Requirements	\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 83 Subtotal			\$ 17,412	\$ 1,741	\$ 15,671
Amendment No. 86					
MSI-7080	--	LMR DTVRS UHF Information Only Coverage Testing	\$ -	\$ -	\$ -
MSI-7085	GRM	Surveying for Power Easement	\$ 6,197	\$ 620	\$ 5,577
MSI-7084	PMT	Road Maintenance	\$ 5,241	\$ 524	\$ 4,717
MSI-7086	WMP	Road Maintenance	\$ 2,948	\$ 295	\$ 2,653
Amendment No. 86 Subtotal			\$ 14,386	\$ 1,439	\$ 12,947
Amendment No. 88					
MSI-7083	Various	USFS Sites Field Implementation of VIAMM – Ice Shields and Awnings	\$ 15,518	\$ 1,552	\$ 13,966
MSI-7089	BKK	MPLS Reconfiguration	\$ 414	\$ 41	\$ 373
MSI-7091	--	iPASONET Server Replacement	\$ -	\$ -	\$ -
Amendment No. 88 Subtotal			\$ 15,932	\$ 1,593	\$ 14,339
Amendment No. 90, Amendment No. 114, Amendment 115, and Amendment 116					
MSI-7092	UNIV	Fire Suppression System	\$ 60,717	\$ 6,072	\$ 54,645
MSI-5110	UNIV	Fire Suppression System	\$ 22,704	\$ -	\$ 22,704
MSI-5129	UNIV	Fire Suppression System	\$ 11,308	\$ -	\$ 11,308
	UNIV	Fire Suppression System Not-to-Exceed Amount	\$ 20,000	\$ -	\$ 20,000
Amendment No. 90, Amendment No. 114, Amendment No. 115, and Amendment No. 116 Subtotal			\$ 114,729	\$ 6,072	\$ 108,657
Amendment No. 91					
MSI-7096	Various	Replacement of Comparators (MLC8000 for GRV8000)	\$ -	\$ -	\$ -
MSI-7098	ONK/SGH/CCT	Interference Investigation	\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 91 Subtotal			\$ 14,806	\$ 1,481	\$ 13,325
Amendment No. 92					
MSI-7100	SGH, SPH	ACVRS TRO5 Subsystem Addition	\$ 148,376	\$ 14,838	\$ 133,538

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-7099	FCCF	Fire Logging Recorder	\$ 4,124	\$ 412	\$ 3,712
Amendment No. 92 Subtotal			\$ 152,500	\$ 15,250	\$ 137,250
Amendment No. 99					
MSI-7103	FCCF, PLM	Leased Fiber Link between FCCF and PLM	\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 99 Subtotal			\$ 11,617	\$ 1,162	\$ 10,455
Amendment No. 106					
MSI-7106	TPK	DTVRS Antenna Changes to Mitigate UHF DTV Channel 15	\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 106 Subtotal			\$ 42,546	\$ 4,255	\$ 38,291
Amendment No. 108					
MSI-7108	BUR1	BUR1 Rollup Generator Outage Work	\$ 3,263	\$ 326	\$ 2,937
Amendment No. 108 Subtotal			\$ 3,263	\$ 326	\$ 2,937
Amendment No. 109					
MSI	TOP	Permit Approval	\$ 2,379	\$ 238	\$ 2,141
Amendment No. 109 Subtotal			\$ 2,379	\$ 238	\$ 2,141
Amendment No. 110					
MSI-7115	CPK-RPVT DPK-RPVT SGH-TWR	Replacement of Three (3) Microwave Links	\$ -	\$ -	\$ -
MSI-7116	SCC	LASD NICE Logging Recorder	\$ 6,600	\$ 660	\$ 5,940
Amendment No. 110 Subtotal			\$ 6,600	\$ 660	\$ 5,940
Amendment No. 111					
MSI-7114	BUR1	BUR1 Rollup Generator Outage Work	\$ 6,904	\$ 690	\$ 6,214
Amendment No. 111 Subtotal			\$ 6,904	\$ 690	\$ 6,214
Amendment No. 112					
MSI-7119	BUR1	BUR1 Roll-up Generator Outage Work	\$ 11,574	\$ 1,157	\$ 10,417
MSI-7120	GRM	GRM Roll-up Generator Outage Work	\$ 5,725	\$ 573	\$ 5,153
Amendment No. 112 Subtotal			\$ 17,299	\$ 1,730	\$ 15,569
Amendment No. 119					
MSI-5117	MMC	MMC HVAC Restoration Work	\$ 29,316	\$ -	\$ 29,316
MSI-5148	CCB	CCB Court Denied Access to FPS Fire Suppression	\$ 900	\$ -	\$ 900
Amendment No. 119 Subtotal			\$ 30,216	\$ -	\$ 30,216
Amendment No. 121					
MSI-5154	MCI	Transient Voltage Suppression Systems (TVSS) Replacement	\$ 1,000	\$ -	\$ 1,000
MSI-5155	MCI	Fire Suppression System (FSS) Inspections	\$ 1,700	\$ -	\$ 1,700
MSI-5156	Universal Studios - Citywalk	Fire Suppression System (FSS) Inspections	\$ 500	\$ -	\$ 500
MSI-5157	Castro Peak	Fire Suppression System (FSS) Inspections	\$ 700	\$ -	\$ 700
MSI-5158	MCI	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$ 2,939	\$ -	\$ 2,939
MSI-5159	Castro Peak	Heating, Ventilation, and Air Conditioning (HVAC) System Preventative Maintenance	\$ 2,798	\$ -	\$ 2,798
Amendment No. 121 Subtotal			\$ 9,637	\$ -	\$ 9,637
TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS			\$ 3,674,070	\$ 358,021	\$ 3,316,050

Note 1: The above identified Change Order Modifications have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and final resolution of all changes contained in those identified Change Order Modifications.